

TENTATIVE AGENDA
SCOTT COUNTY BOARD OF SUPERVISORS
September 17 - 21, 2018

Tuesday, September 18, 2018

Committee of the Whole - 8:00 am
Scott County COURTHOUSE 400 W. 4th St. Davenport, IA 52801 (2nd Floor Room 258)

- ___ 1. Roll Call: Holst, Earnhardt, Knobbe, Beck, Kinzer

Facilities & Economic Development

- ___ 2. Agreement for the Use of a Living Roadway Trust Fund Grant for the purchase of a Hydroseeder and purchase of one trailer mounted hydroseeder. (Item 2)
- ___ 3. Agreement for the Use of a Living Roadway Trust Fund Grant for the purchase of Prescribed Fire Equipment. (Item 3)
- ___ 4. Second and final reading of an ordinance to rezone a 3.56-acre tract, more or less, from "Agricultural-Preservation (A-P)" to "Single-Family Residential (R-1)" at the property located at 25600 195th Street, legally described as Part of the NW ¼ of the SE ¼ of Section 5 in LeClaire Township. (Item 4)
- ___ 5. Final Plat of Terrell's 1st Addition, a proposed 4-lot commercial/light industrial subdivision in part of the NW¼ of Section 18 in Pleasant Valley Township. (Item 5)
- ___ 6. Discussion of City of LeClaire's proposed TIF District and amended Urban Renewal Plan as an incentive for a proposed commercial development. (Item 6)
- ___ 7. Contract for the Sheriff's Office Sex Offender Registry Office construction. (Item 7)

Health & Community Services

- ___ 8. FY19 County Agreement with the Center for Alcohol & Drug Services, Inc. for Prevention Services. (Item 8)
- ___ 9. Tax suspension requests. (Item 9)

Finance & Intergovernmental

- ___ 10. Request to negotiate contract for Jail & Juvenile Detention needs assessment. (Item 10)
- ___ 11. Application for a three-year Violence Against Women Grant. (Item 11)
- ___ 12. City of Davenport tax abatement request. (Item 12)

****Courthouse rules apply. No cell phones in the courthouse.**

Other Items of Interest

- ___ 13. Proclaiming September 15 to October 15 as Hispanic Heritage Month/Mes de la Herencia Hispana. (Item 13)
- ___ 14. Staff update on Meeting Management System.
- ___ 15. Beer/liquor license renewal for Ruby's Hwy 61 Family Diner and Casey's General Store #3523.
- ___ 16. Adjourned.

Moved by _____ Seconded by _____
Ayes
Nays

Thursday, September 20, 2018

Regular Board Meeting - 5:00 pm
Scott County COURTHOUSE 400 W. 4th St. Davenport, IA 52801
(Magistrate Court 1st Floor)

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640

FAX – (563) 328-4173

E-MAIL - engineer@scottcountyiowa.com

WEB SITE - www.scottcountyiowa.com



JON R. BURGSTRUM, P.E.
County Engineer

ANGELA K. KERSTEN, P. E.
Assistant County Engineer

TARA YOUNGERS
Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Jon Burgstrum, P.E.
County Engineer

SUBJ: Iowa Department of Transportation (IaDOT) Agreement for the Use of a Living
Roadway Trust Fund Grant for the Purchase of a Hydroseeder

DATE: September 11, 2018

This resolution is to approve an agreement between Scott County and the IaDOT regarding the use of a Living Roadway Trust Fund Grant for the purchase of a hydroseeder. On March 22, 2018 a resolution was passed authorizing our department to submit an application for this Living Roadway Trust Fund Grant.

Pursuant to the terms of the agreement, the IaDOT agrees to provide funding in the amount of \$24,000 for the purchase of a hydroseeder. We will be responsible for purchasing the hydroseeder and will be reimbursed \$24,000 by the IaDOT.

Based on an estimate received in November of 2017, the grant is expected to cover approximately 41% of the equipment cost. The remaining 59% is included in our FY2019 budget.

**IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Living Roadway Trust Fund Grant
for Counties**

RECIPIENT: Scott County Secondary Roads Department

PROJECT NAME: FINN T90 Hydroseeder

AGREEMENT / PROJECT NO.: 90-82-LR19-339

AGREEMENT EXPIRATION DATE: December 31, 2019

Grant Amount: \$24,000.00

Total Matching Funds: \$33,565.00

Total Project Cost: \$57,565.00

Authorizing Official:

Mr. Jon Burgstrum

County Engineer, Scott County Secondary Roads Department

950 E Blackhawk Trail

Eldridge, IA, 52748

Phone: 563-326-8640

Email: jon.burgstrum@scottcountyiowa.com

Project Coordinator/Manager:

Mr. Brian Burkholder

Roadside Vegetation Specialist, Scott County Secondary Roads Department

950 E Blackhawk Trail

Eldridge, IA, 52748

Phone: 563-326-8640

Email: Brian.Burkholder@scottcountyiowa.com

Iowa Department of Transportation:

Mr. Troy Siefert, PLA

Living Roadway Trust Fund Administrator

Office of Design

Highway Division

800 Lincoln Way

Ames, Iowa 50010

Phone - 515-239-1768

Fax: 515-239-1873

Email: troy.siefert@iowadot.us

This is an agreement between Scott County Secondary Roads Department (hereinafter referred to as **RECIPIENT**) and the Iowa Department of Transportation (hereinafter referred to as the **DOT**).

RECITALS

1. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314 subsection 21, and the application was approved by DOT staff action on August 14, 2018.
2. Pursuant to the terms of this agreement and applicable statutes, the **DOT** agrees to provide funding in the amount of \$24,000.00 to the **RECIPIENT** for the authorized and approved costs for eligible items associated with the development of FINN T90 Hydroseeder. This project shall be completed no later than December 31, 2019 with final request for reimbursement to be received by the **DOT** within ninety (90) days of the completion date. If the **RECIPIENT** requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
3. The Project Coordinator/Manager shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
4. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument

In consideration of the foregoing and the mutual promises contained in the agreement, the parties agree as follows:

SECTION 1: AUTHORITY

1. The Authorizing Official and the Project Coordinator/Manager representing the **RECIPIENT** shall be responsible for carrying out the provisions of this agreement.
2. Approval from the **DOT** is required in order to change the Project Coordinator/Manager representing the **RECIPIENT**.
3. It is mutually understood between the parties that the final authority in transportation matters now vested in the **DOT** by federal and state statutory and case law shall not be affected by this agreement.

SECTION 2: GRANT

1. The **RECIPIENT** shall be responsible for the development and completion of the project as described in the application, of which a copy of the original is attached hereto and by this reference incorporated into this agreement as EXHIBIT A and as follows:

Scott County seeks a T90 Finn hydro seeder for more efficient planting in our right of ways. The hydro seeder will reduce labor costs, superior erosion control and quicker more uniform germination. We also would use this for a water source when using prescribed fire and watering seeded areas when planting during a very dry season. The more efficient we become at growing natives in our right of ways the closer we are to our goal of changing our right of ways from exotic plant species to native species. The LRTF grant will aid in the accomplishment of our long term goal.

2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5), shall be paid as follows:
3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$24,000.00.

| | |
|--------------------------------------|--------------------|
| RECIPIENT LRTF Funds (Grant): | \$24,000.00 |
| RECIPIENT Local Contribution: | <u>\$33,565.00</u> |
| LRTF Project Total: | \$57,565.00 |

4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.
5. The **DOT** reserves the right to review the **RECIPIENT**'s certificate of value and has sole authority to determine the value of the **RECIPIENT**'s non-cash contribution for the purposes of this agreement. If, as a result of the **DOT**'s determination, the **RECIPIENT**'s total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT**'s local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.

7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or by sales under this agreement shall be credited to the project.

SECTION 3: WORK

1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
4. In addition, the **RECIPIENT** shall certify to the **DOT**'s LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) as adopted pursuant to 761 Iowa Administrative Code (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.
7. For portions of the project let to bid, the **RECIPIENT** shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the **RECIPIENT** shall provide the **DOT** file copies of project letting documents within five (5) working days after the letting. The **RECIPIENT** shall wait for **DOT** concurrence before making the final award.
8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make

positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.

10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the FINN T90 Hydroseeder project approved and authorized through this agreement.
13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
14. Project progress reports are due on a quarterly basis in digital format and shall be received by the **DOT** within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the **DOT** no later than 45 days after the project completion or grant end date, whichever is sooner. For **RECIPIENTs** that have purchased equipment, the project coordinator/manager shall submit the final report to the **DOT** no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment is also required within this same time period. Where any information required of the **RECIPIENT** is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** shall so certify to the **DOT** and shall set forth what efforts it has made to obtain the information.

SECTION 4: PROPERTY AND EQUIPMENT

1. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
2. When property and equipment is purchased with LRTF funds, the **RECIPIENT** agrees that the property and equipment shall be used for the provision of integrated roadside vegetation management; within roadside rights-of-way or areas approved in writing by the **DOT**, for the life of the property and equipment as determined by the **DOT**. Title to all property and equipment purchased pursuant to the agreement shall rest with the **RECIPIENT** of this agreement.
3. The **RECIPIENT** shall permit the **DOT** or its authorized representatives to inspect all property and equipment purchased or used to comply with this agreement.
4. The **RECIPIENT** agrees, within 45 days of acceptance of equipment financed through this agreement, to submit an inventory report including photographs of equipment purchased with LRTF labels adhered in prominent locations to four sides of the equipment.
5. If the property and equipment is not continuously used for vegetation management in the rights-of-way in a manner described by the application and the guidelines for the LRTF program, the **RECIPIENT** shall immediately notify the **DOT**. If the property and equipment is not maintained in a usable condition, it shall be considered to not be in continuous use. The **DOT** shall then determine whether the property and equipment should be transferred to another LRTF recipient for continued use. If the **DOT** determines there is no need for the property and equipment among other LRTF recipients, the **DOT** may authorize local disposal through sale.
6. If the property and equipment is sold, it shall be sold by the **RECIPIENT** at the highest price obtainable at public or private sale, subject to written approval of the sale price by the **DOT**. The net sale price (gross sale price less expense of the sale, in an amount to be approved in advance by the **DOT**), multiplied by a percentage of the sale price equal to the percentage of any cash that was provided by the **RECIPIENT** as part of the original purchase of said property shall be paid to the **RECIPIENT**. The remaining amount shall be paid to the LRTF.

SECTION 5: REIMBURSEMENT

The **DOT** reimburses for expenses up to the limits described in this agreement as follows:

1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests

One Time (at Conclusion of Project).

2. All costs submitted for reimbursement or to be counted as matching funds shall not be incurred until after this agreement is fully executed by the **DOT**.
3. Prior approval by the **DOT** is required before there can be any change to the scope of work and budget in the grant application approved by the **DOT**. For any individual work plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.
4. All reimbursement requests and direct vendor payment requests shall be submitted to the **DOT** using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the **DOT** website at <https://forms.iowadot.gov/BrowseForms.aspx> and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the **RECIPIENT** without being processed with a request for correction and resubmittal.
5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly unless a one-time reimbursement or direct vendor payment option is indicated on the grant application. Periodic reimbursement requests shall be received by the **DOT** no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in this agreement by the **RECIPIENT** in section 5 subsection 1. Reimbursement claims shall include an original signature certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.
9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.

10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original invoices must be received and reviewed by the **RECIPIENT** and verification of correct quantities and costs for items received must be indicated. The **RECIPIENT** shall sign, print their name and date the invoice to certify that receipt of the indicated invoice items has taken place.
11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT** determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.
12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENT**s so affected.

SECTION 6: SUBMITTALS

1. Papers, interim reports, forms, or other materials, which are a part of the work set forth in this agreement, shall not be copyrighted without written approval of the **DOT**. If written approval is given, such approval shall be subject to all applicable federal and state laws, rules and regulations.
2. Publications by either party shall give credit to the other party. However, if the **DOT** does not wish to subscribe to the findings or conclusions of the study, the following statement shall be included on the credit sheet: "The opinions, findings, and conclusions expressed in this report are those of the authors, who are responsible for the facts and accuracy of the material presented herein. The contents do not necessarily reflect the official views, policies, or conclusions of the **DOT**". It is the responsibility of the

RECIPIENT to contact the **DOT** to ascertain the stance **DOT** wishes to take before the credit sheet is prepared.

3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

SECTION 7: DEFAULT

1. This agreement may be declared to be in default by the **DOT** if the **DOT** determines that the **RECIPIENT**'s application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **DOT** determines that the project is not being developed as described in the application.
2. If the **RECIPIENT** fails to perform any obligation under this agreement, the **DOT** shall have the right, after first giving thirty (30) days written notice to **RECIPIENT** by certified mail return receipt requested, to declare this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of notice to cure the default. If the **RECIPIENT** claims to have cured the default, it shall notify **DOT** no later than five (5) days after taking the action it claims has cured the default. **DOT** shall have sole discretion, without further notice, to determine whether or not any action taken has cured the default.
3. In the event a default is not cured, the **DOT** may revoke funding commitments and seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DOT** and may include cash repayment, installment repayments with negotiable interest rates, charges against the **RECIPIENT**'s share of road use tax funds, or other methods as approved by the **DOT**.

SECTION 8: GENERAL

1. All notices required under this agreement shall be made in writing to the **DOT**'s and the **RECIPIENT**'s contact person. The **DOT**'s contact person shall be Troy Siefert, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, phone: 515-239-1768, email: troy.siefert@iowadot.us. The **RECIPIENT**'s contact person shall be Mr. Brian Burkholder, Roadside Vegetation Specialist, Scott County Secondary Roads Department, 950 E Blackhawk Trail, Eldridge, IA, 52748, phone: 563-326-8640, email: Brian.Burkholder@scottcountyiowa.com.
2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters

relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the **DOT**'s application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes, but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.

3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.
4. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures.
5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the **DOT**.
7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
8. This agreement as set forth in sections 1 through 9 herein, including referenced EXHIBITs, constitutes the entire agreement between the **DOT** and the **RECIPIENT** concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.

EXHIBIT A
Recipient Grant Application

LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2018 4:00 p.m.

Read Application Instructions and FY 2019 Funding Guidelines before completing application.

Project Name: **FINN T90 Hydroseeder**

APPLICANT INFORMATION

Grant Applicant (Agency, Organization, County...): **Scott County Secondary Roads Department**

Applicant Authorizing Official: Position/Title: **County Engineer**

Title: **Mr.** First Name: **Jon** Last Name: **Burgstrum**

Address 1: **950 E Blackhawk Trail**

Address 2:

Address 3:

City: **Eldridge** State: **IA** ZIP Code: **52748**

E-mail: **jon.burgstrum@scottcountyiowa.com** Phone: **563-326-8640** Fax:

Project Coordinator/Manager: Position/Title: **Roadside Vegetation Specialist**

Title: **Mr.** First Name: **Brian** Last Name: **Burkholder**

Address 1: **950 E Blackhawk Trail**

Address 2:

Address 3:

City: **Eldridge** State: **IA** ZIP Code: **52748**

E-mail: **Brian.Burkholder@scottcountyiowa.com** Phone: **563-326-8640** Fax:

NOTIFICATION FOR RIGHT OF WAY PROJECTS

If applicable, select the type of right-of-way in which the proposed project will occur: **County**

Jurisdiction representative who has been notified of the project proposal:

Name: **Jon Burgstrum** Title: **Scott County Engineer**

E-mail: **jon.burgstrum@scottcountyiowa.com** Phone: **563-326-8640**

Have all required permits, environmental clearances, easements and notifications been made or acquired? **Yes**

If no, please explain:

PROJECT INFORMATION

Project Funding Category: Grant Applicant Type:

Project Type:

If Other Related Project type was selected please explain:

Estimated Start Date (MM/DD/YYYY): Estimated Completion Date (MM/DD/YYYY):

Concise Project Summary:

Scott County seeks a T90 Finn hydro seeder for more efficient planting in our right of ways. The hydro seeder will reduce labor costs, superior erosion control and quicker more uniform germination. We also would use this for a water source when using prescribed fire and watering seeded areas when planting during a very dry season. The more efficient we become at growing natives in our right of ways the closer we are to our goal of changing our right of ways from exotic plant species to native species. The LRTF grant will aid in the accomplishment of our long term goal.

Detailed Project Description:

The hydro seeder Scott County is seeking is the Finn T90 trailer mounted hydro seeder. The features of this unit are as follows:

Yanmar Diesel Tier 4F, 35.1 hp
Deluxe Hydraulic Hose Reel Package
Controls Include: Clutch, Agitator Direction and Speed, Discharge Boom and Recirculation Control Valves, Engine Throttle, Safety Horn, and Engine Kill
Engine Safety System-Low Oil Pressure, High Water Temperature Shutoff
Tank Size-940 gal Liquid Capacity, 800 gal Working Capacity
Fuel Tank Capacity-14 gal
Pump- Centrifugal 4"x 2", 170 GPM@100 PSI, 3/4" Solid Clearance
Pump Drive- Direct Drive with Over-Center Clutch
Pump Drive is Independent of Agitator Drive
Agitation- Mechanical Paddle Agitation and Liquid Recirculation
Agitator Drive- Reversible Variable Speed Hydraulic Motor Drive
Discharge Distance- Up to 180 ft from Discharge Tower
Nozzles- (1) Narrow Fan, (1) Wide Fan, (2) Long Distance
Empty Weight- 5,420 lbs/ Working Weight- 14,670 lbs
2 Year Parts and In Shop Labor Warranty

The reason we chose a Finn is they are the world leader for over 80 years in the design and manufacture of innovative, quality equipment and the inventor of the HydroSeeder. The T90 is for mid-size projects and will cover 1/3 acre per load which is our average ditch clean out. We compared the T90 Finn to the L90 Epic HydroSeeder. The first discrepancy we had were the L90 Epic is air agitated compared to the T90 Finn's mechanical paddle agitation. The second discrepancy is the Epic has a 25hp gas engine and the Finn has a 35.1hp diesel engine. The L90 Epic has its platform on the front of the unit and the T90 Finn has its platform on the back. We prefer the platform on the back because it will have a better range. This unit will double as a first responder firefighter during prescribed burns and will also be a watering truck when needed.

PROJECT COST SUMMARY

| Line # | Detailed Work Plan (Please include all workplan items to detail total project cost, including all match amounts) | Amount |
|--------|---|-------------|
| 1 | Purchase of T90 Finn Hydroseeder | \$57,565.00 |

Add a Line

Total Project Cost:

\$57,565.00

MATCH SUMMARY

| Cash Match Detail | | Amount |
|-------------------|---|-------------|
| Line # | (Please include all cash match items found in the previous section) | |
| 1 | Secondary Roads equipment budget for 2018 | \$33,565.00 |

Add a Line

Total Cash Match Amount: \$33,565.00

| In-Kind Match Detail | | Amount |
|----------------------|--|--------|
| Line # | (Please include all in-kind match items found in the previous section) | |
| 1 | Not Applicable | \$0.00 |

Add a Line

Total In-Kind Match Amount: \$0.00

Total Grant Match Amount: \$33,565.00

GRANT REQUEST SUMMARY

(Enter the amount of the grant for which you are applying)

Total Project Cost: \$57,565.00

Total Matching Funds: \$33,565.00

Grant Match Percentage: 58%

Grant Amount Requested: \$24,000.00

Reimbursement Frequency: One Time (at Conclusion of Project)

MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa that are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the State's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

As a Government Agency, Scott County provides its programs and services to everyone. The purchase of a hydroseeder for seeding operations in our roadsides is not expected to have a disproportionate or unique impact on minority persons.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Brian Burkholder

Title: Roadside Vegetation Specialist

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians, or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 7, paragraph "b", subparagraph (1):

b. As used in this subsection:

- (1) *"Disability"* means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"Disability" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

APPLICATION CERTIFICATION:

I, the undersigned, certify that this project has been approved for submittal for Living Roadway Trust Fund grant consideration.

Grant Applicant (Agency, Organization, County...):

Applicant Authorizing Official: Position/Title:

Title: First Name: Last Name:

Submission Checklist:

- ☒ Iowa DOT Form 841702 (pages 3-6 and 9 of this document)
- ☒ Minority Impact Statement Form 105101t (pages 7 & 8 of this document)
- ☒ Supplemental Supporting Information (please attach)

FOR INTERNAL USE ONLY

Project Title:

File Name:

County Name: County Number: Received:

Midwest Underground

November 14, 2017

Scott County Secondary Roads
950 Blackhawk Trail
Eldridge, Iowa 52748

Dear Brian,

In line with our conversations, we are pleased to quote you the following equipment:

1 – New Finn Model T90 Trailer Mounted Hydro Seeder

Yanmar Diesel Tier 4F, 35.1 hp

Deluxe Hydraulic Hose Reel Package

Controls Include: Clutch, Agitator Direction and Speed, Discharge Boom and Recirculation
Control Valves, Engine Throttle, Safety Horn, and Engine Kill

Engine Safety System – Low Oil Pressure, High Water Temperature Shutoff

Tank Size – 940 gal Liquid Capacity, 800 gal Working Capacity

Fuel Tank Capacity – 14 gal

Pump – Centrifugal 4" x 2", 170 GPM @100 PSI, ¾" Solid Clearance

Pump Drive – Direct Drive with Over-Center Clutch

Pump Drive is Independent of Agitator Drive

Agitation – Mechanical Paddle Agitation and Liquid Recirculation

Agitator Drive – Reversible Variable Speed Hydraulic Motor Drive

Discharge Distance – Up to 180 ft from Discharge Tower

Nozzles – (1) Narrow Fan, (1) Wide Fan, (2) Long Distance

Empty Weight – 5,420 lbs/ Working Weight – 14,670 lbs

2 Year Parts and In Shop Labor Warranty

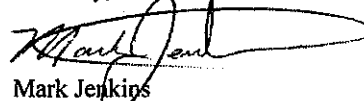
Manuals, Freight, Set Up, and Delivery

SPECIAL PRICE

\$57,565.00

Brian, with purchase of your Finn Equipment, Midwest Underground Supply, LLC is pleased to offer your company 24 hour parts and service to help eliminate costly downtime. We appreciate the opportunity of quoting you and look forward to serving your equipment needs.

Sincerely,



Mark Jenkins

Sales Manager

Midwest Underground Supply, LLC

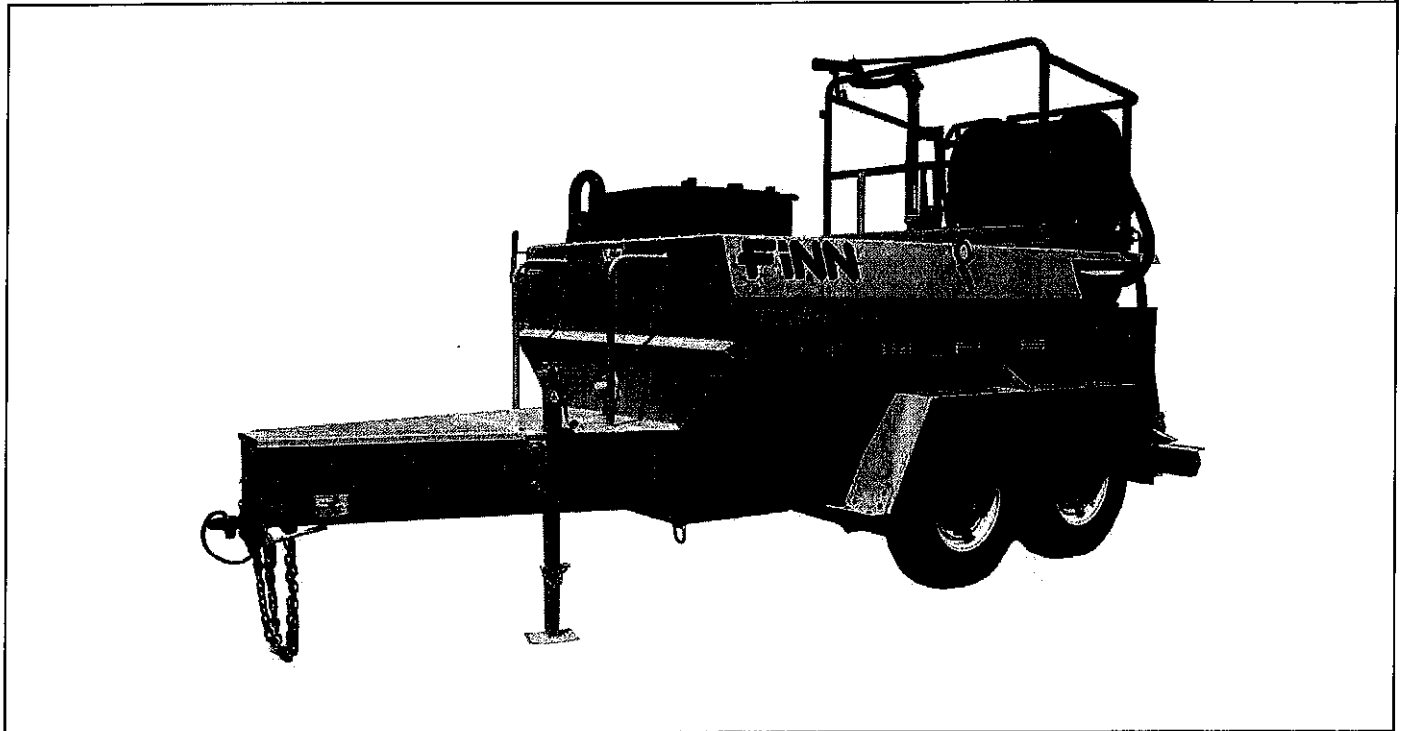
cc: Dan Folkman
Darren Milliken

1106 32nd St. SW • Bondurant, IA 50035 • Phone 515-967-5656 • Fax 515-967-7770
8844 S. 135th Street • Omaha, NE 68138 • Phone 402-861-6500 • Fax 402-861-6564
27285 Ironworks Road • Harrisburg, SD 57032 • Phone 605-368-9880 • Fax 605-368-9768

Your Underground Equipment Specialists

FINN HydroSeeder®

Model T90



The superior technology behind the T90 HydroSeeder is the result of more than 50 years of extensive FINN research and HydroSeeder manufacturing. Many customers have provided valuable input that shaped the final product. Today, the FINN T90 HydroSeeder offers the ultimate in performance features and operator conveniences that are exactly what you'd expect from the industry leader in hydroseeding quality and innovation.

Even Application.

For ease-of-use, the large loading hatch of the T90 is located at the front of the unit. This allows material to be loaded from the tow vehicle while the operator stands safely on the hitch platform. A uniform mix is of vital importance and the FINN T90 HydroSeeder delivers. The sleek design of the tank provides a smooth slurry flow pattern from the beginning to the end of the load.

Rugged & Aggressive.

The FINN T90 HydroSeeder features a heavy-duty agitator driven by a variable speed, reversible hydraulic motor - with controls both front and rear. The agitator and pump are independently driven, allowing complete mixing of the slurry without pump operation. This significantly enhances

mechanical longevity and flexibility during operation. Outstanding GPM output, piping, and pressure capabilities of the pump result in spray distances of up to 180 feet from the tower gun.

The T90 HydroSeeder boasts a powerful centrifugal slurry pump, driven by an in-line common shaft clutch with no high-cost maintenance couplings, drive belts or hydraulic components. This configuration dramatically increases output and operating pressure.

Solid Performance.

The independent torsion suspension axles of the T90 are equipped with electric brakes for better control. Heavy-duty truck wheels with standard highway-rated tires provide solid stability on uneven terrain.

As the world leader for over 80 years in the design and manufacture of innovative, quality equipment for the green industry, and as the inventor of the HydroSeeder, FINN Corporation is committed to your complete satisfaction.

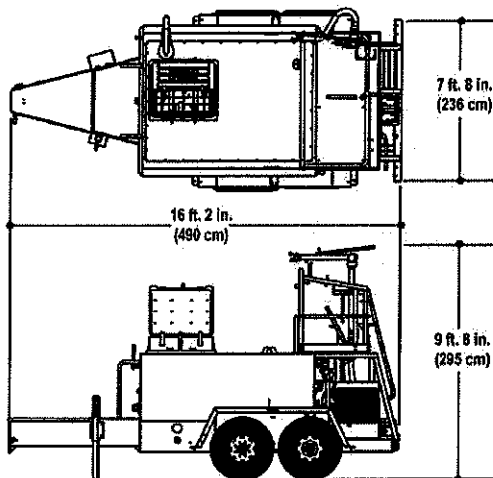
Model shown may include optional equipment.

FINN HydroSeeder®

Model T90 with Tier 4F Engine

FINN MODEL T90 TECHNICAL SPECIFICATIONS

T90T TRAILER



POWER Yanmar 3TNV88C-DYEM, 35.1hp (26.2kw), 3 cylinder water cooled diesel engine. Tier 4Final. 1.642L

ENGINE SAFETY..... Low oil pressure, electronic engine control and monitoring

TANK SIZE 940 gallon (3,558 liter) liquid capacity
800 gallon (3,028 liter) working capacity

LOADS PER ACRE¹..... 3.75

FUEL TANK 13.5 gallon (51.1 liter)
CAPACITY

PUMP Centrifugal 4" x 2" (10 cm x 5 cm) 170 gpm @ 100 psi (689 kPa) (646 lpm @ 7 kg/cm²), 3/4" (1.9 cm) solid clearance, external adjustment

PUMP DRIVE..... Direct drive with over center clutch, pump drive is independent of agitator operation

AGITATION Mechanical paddle agitation and liquid recirculation

AGITATOR DRIVE..... Reversible, variable speed hydraulic motor drive (0-100 rpm)

DISCHARGE..... Up to 180 feet (55 m) from end of discharge tower
DISTANCE

MAX. MATERIAL 2,500 lbs. (1,134 kg) granular solids
CAPACITY
400 lbs. (181 kg) fiber mulch

NOZZLES (1) narrow fan, (1) wide fan, (2) long distance

EMPTY WEIGHT² T90T 5,810 lbs. (2,635 kg)
T90S 4,150 lbs. (1,882 kg)

WORKING WEIGHT² T90T 15,115 lbs. (6,856 kg)
T90S 13,455 lbs. (6,103 kg)

BRAKES Electric on both axles with breakaway switch

LIGHTS D.O.T. including marker, an identification light and license plate light

TIRES ST225/90D16 bias ply tires, load range E

TRAILER AXLES Tandem 7,000 lbs. (3,176 kg) rubber torsion with fenders.

GVWR..... 15,000 lbs. (6,804 kg)

HITCH WEIGHT Approx. 1,500 lbs. (680 kg)

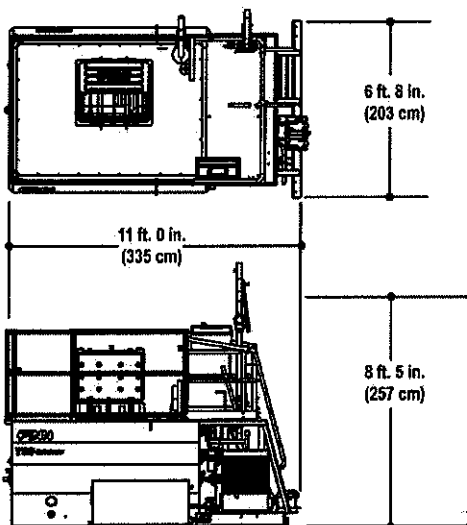
¹Loads per acre based on an application rate of 1500 lbs. mulch/acre.

²Working weights are approximate and do not include options or stored materials. Working weights assume maximum tank liquid capacity and maximum granular solids material capacity.

FINN Corporation has a policy of continuous product improvement, and reserves the right to change design and specifications without notice.

HydroSeeder® and the FINN Design® Logo are registered trademarks of FINN Corporation.

T90S SKID MOUNT



FINN

9281 LeSaint Drive • Fairfield, OH 45014-5457
Toll Free 800.543.7166 / 513.874.2818
FINNcorp.com

EXHIBIT B
Reimbursement Form

Instructions for completing Form 841700
REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS
AND
DIRECT VENDOR OR SERVICES PAYMENTS

This form is for documenting eligible costs that are to be: (1) reimbursed to the grant Recipient for costs already incurred, (2) requested to be paid directly to a vendor as a direct vendor payment after the equipment has been received and checked in on the invoice as required or (3) payment for services, including direct and indirect costs, as indicated in the project agreement. Each type has a separate line for data entry.

Please Use the Tab key on your keyboard to scroll through and fill in all appropriate information in the shaded entry fields on the form(s).

Claim Number: Enter the claim number. The first claim is Claim 1, the next is Claim 2 and so on.

Check the checkbox with the computer mouse for final reimbursement when completing the final reimbursement claim.

Date: Enter the date the claim is prepared.

Enter the Iowa DOT Project Number, Grant Recipient and Project Name as they are indicated in the project agreement.

- Line 1. Enter the maximum state funds payable per the Iowa DOT project agreement.
- Line 2. If applicable, enter the amount of "Local Contribution" included in the total project cost. The local contribution amount is the combination of in-kind and organization funds contributed to the project.
- Line 3. This is the sum of the state-fund award, the in-kind contribution and the local contribution. This field is automatically calculated.
- Line 4. Enter the dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient to date, including this claim, in Column B.
- Line 5. Enter the dollar amount of *eligible* costs requested for Direct Vendor Payments for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Direct Vendor Payments to date, including this claim, in Column B. Each Direct Vendor Payment request should use a separate request form and should only include costs for a single vendor.
- Line 6. This is the Subtotal dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 7. Enter the dollar amount paid by the Iowa DOT for eligible costs requested for Reimbursement of Grant Items. This includes costs incurred by the Recipient and costs requested for Direct Vendor Payments prior to this claim.
- Line 8. This is the subtotal dollar amount due this payment/final payment for Reimbursement of Grant Items costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 9. Enter the dollar amount of eligible Indirect and Direct costs requested for Services costs for this claim in the appropriate field in Column A. Enter the total cumulative dollar amount of eligible Indirect and Direct costs requested for Services costs incurred by the Recipient to date, including this claim in the field in Column B.
- Line 10. This is the subtotal dollar amount eligible for Services Costs. This field is automatically calculated.
- Line 11. Enter the dollar amount paid by the Iowa DOT for eligible Services Costs prior to this claim.
- Line 12. This is the subtotal dollar amount due this payment/final payment for Services Costs. This field is automatically calculated.
- Line 13. This is the total dollar amount due for Reimbursement of Grant Items costs incurred by the Recipient, costs requested for Direct Vendor Payments and Services Costs for this claim. This field is automatically calculated.

NOTE: Reimbursement claims must be accompanied by an original signed reimbursement claim form (841700), and copies of all invoices (with beginning and ending dates) and proof of processed payment and/or in-kind contribution documentation totaling 100% of the amount of work for which reimbursement is being requested. Direct vendor payment requests must be accompanied by a copy of the vendor invoice with the items received, circled, signature and printed name of the authorized person who received the invoiced item(s) and the date received.

Submit an electronic version of this form and required documentation via email to mjpingenot@speedconnect.com for review. Upon approval, mail signed original and required documentation to: Mark Pingenot, LRTF Program Assistant, 5818 28th Ave, Vinton, IA 52349-9332

**REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS
AND
DIRECT VENDOR OR SERVICES PAYMENTS**

***** PLEASE READ THE INSTRUCTIONS FOR COMPLETING THIS FORM BEFORE YOU PROCEED*****

Project Information

Claim Number: _____ Check for Final Reimbursement ☐ Date: _____ Iowa DOT Project Number: _____
Grant Recipient: _____
Project Name: _____

| | |
|--|--------|
| 1 Maximum State Funds payable per the Iowa DOT project agreement: | \$0.00 |
| 2 Local Contribution (including in-kind and organization funds contributed to the project if applicable): | \$0.00 |
| 3 Total Project Cost: | \$0.00 |

Grant Items for Reimbursement to the Recipient and Costs Paid Directly to Vendor

| | This Claim Amount [A] | Cumulative Claim Amount [B] |
|---|--------------------------|--------------------------------|
| Grant Items to be Reimbursed to the Recipient | | |
| 4 Total dollar amount of Grant Items costs claimed: | \$0.00 | \$0.00 |
| Grant Items to be Paid Directly to Vendor | | |
| 5 Total dollar amount of Vendor invoice(s): | \$0.00 | \$0.00 |
| 6 Subtotal dollar amount eligible for Reimbursement and Direct Vendor Payments | | \$0.00 |
| 7 Dollar amount paid by the Iowa DOT for these items prior to this claim: | | \$0.00 |
| 8 Subtotal dollar amount due this payment/final payment for Grant Items and Direct Vendor Payments: | | \$0.00 |

Services Payments

| | This Claim Amount [A] | | Cumulative Claim Amount [B] |
|---|--------------------------|--------|--------------------------------|
| Services | Indirect | Direct | |
| 9 Total dollar amount of Services costs claimed: | \$0.00 | \$0.00 | \$0.00 |
| 10 Subtotal dollar amount eligible for Services Costs | | | \$0.00 |
| 11 Dollar amount paid by the Iowa DOT for Services prior to this claim: | | | \$0.00 |
| 12 Subtotal dollar amount due this payment/final payment for Services: | | | \$0.00 |
| 13 Total dollar amount due for Reimbursement, Direct Vendor Payments and Services | | | \$0.00 |

CERTIFICATION

I hereby certify that all eligible project activities for which reimbursement and direct vendor payment is requested have been completed in compliance with the project plans, specifications, project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY or Local Public Agency, that the items claimed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.

Recipient Representative (Computer Entry or Printed)

Signature Date (Computer Entry or Printed)

Recipient Representative Signature (Sign in Ink)

Recipient Representative Title (Computer Entry or Printed)

Make Check Payable to:

Grant Recipient or Designated Vendor (Computer Entry or Printed)

Mailing Address (Computer Entry or Printed)

Submit an electronic version of this form and required documentation via email to mipingenot@speedconnect.com for review. Upon approval, mail signed original and required documentation to: Mark Pingnot, LRTF Program Assistant, 5818 28th Ave, Vinton, IA 52349-9332

| FOR INTERNAL USE ONLY | INITIALS | DATE |
|-----------------------|----------|------|
| IDOT Approval | | |
| IDOT Approval | | |

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

APPROVAL OF THE AGREEMENT FOR A LIVING ROADWAY TRUST FUND
GRANT FOR THE PURCHASE OF A HYDROSEEDER.

BE IT RESOLVED by the Scott County Board of Supervisors as
follows:

Section 1. That Agreement No. 90-82-LR19-339 between
Scott County and the Iowa Department of
Transportation for the purchase of a
hydroseeder be approved.

Section 2. That the County Engineer be authorized to sign
the agreement on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.

SCOTT COUNTY ENGINEER'S OFFICE

950 East Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640

FAX – (563) 328-4173

E-MAIL - engineer@scottcountyiowa.com

WEB SITE - www.scottcountyiowa.com



JON R. BURGSTRUM, P.E.
County Engineer

ANGIE KERSTEN, P.E.
Assistant County Engineer

TARA YOUNGERS
Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Jon Burgstrum
County Engineer

SUBJ: Hydroseeder Bids

DATE: September 18, 2018

Resolution approving the purchase of one trailer mounted hydroseeder from Midwest Bowie Sales Inc.

The need for our own hydroseeder was discussed last May with the IRVM Steering Committee. The decision was made to apply for a \$24,000 grant from The Living Roadway Trust Fund. Because of the amount of the grant, we came to the Board in May for approval to submit the grant. At the end of August we were informed that we were awarded the full amount of the grant. We sent out proposals and have responses from four bidders as follows:

| Vendor | Item make and Model | Base Price | delivery | total | ETA | options | exceptions | |
|---|-------------------------|-------------|------------|-------------|------------|-------------|-------------|----------------------------|
| Midwest Bowie Sales Inc- Pataskala, OH | Bowie Victor 800-2018 | \$44,815.00 | \$1,875.00 | \$46,690.00 | 45 days | listed | listed | |
| Midwest Bowie Sales Inc- Pataskala, OH | Bowie Victor 1100-2018 | \$48,710.00 | \$1,875.00 | \$50,585.00 | 45 days | listed | listed | |
| Midwest Underground Supply- Bondurant, IA | Finn T90T 900 - 2018 | \$60,750.00 | inc | \$60,750.00 | 60 days | none listed | listed | |
| Midwest Underground Supply- Bondurant, IA | Finn T120T 1200- 2018 | \$64,500.00 | inc | \$64,500.00 | 60 days | none listed | listed | |
| SWX Corp-Lebanon, OH | APEX XA1200T- 2018 | \$69,900.00 | inc | \$66,400.00 | 30-45 days | listed | none listed | inc \$3,500 fleet discount |
| Technology International - Lake Mary, FL | Apexseeder XA1200T-2018 | \$78,492.00 | inc | \$78,492.00 | 10 weeks | listed | none listed | |

I recommend purchasing the Bowie Victor 1100-2018. This unit has a larger tank and higher horsepower engine. There are several options available which if added would still make the Bowie Victor the low bid. The options preferred are the clear water flush system and the 50ft hose and reel. The flush system allows us to flip a lever that separates the mixing tank from the pump and allows us to clean out the pump and hose to prevent clogging while traveling from locations. This in turn keeps our maintenance cost down because clogging the system can damage seals, bearings, and even internal pump parts. The FY2019 Equipment budget is \$750,000.00.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

AWARD OF BID FOR (1) ONE HYDROSEEDER, A TRAILER STYLE HYDROSEEDER
AND ADDITIONAL OPTIONS LISTED BELOW.

BE IT RESOLVED by the Scott County Board of
Supervisors as follows:

Section 1. That the bids for (1) Hydroseeder be awarded to
the following bidders:

| | | |
|-----------------------------|--------------------------|-------------|
| (1) Hydroseeder Victor 1100 | Midwest Bowie Sales | \$50,585.00 |
| Additional Options: | Clear Water Flush System | \$2446.00 |
| | Collapsible 50' Hose | \$383.00 |
| | Total: | \$53,414.00 |

Section 2. That this resolution shall take effect
immediately.

SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail
Eldridge, Iowa 52748

(563) 326-8640
FAX – (563) 328-4173
E-MAIL - engineer@scottcountyiowa.com
WEB SITE - www.scottcountyiowa.com



JON R. BURGSTRUM, P.E.
County Engineer

ANGELA K. KERSTEN, P. E.
Assistant County Engineer

TARA YOUNGERS
Administrative Assistant

MEMO

TO: Mahesh Sharma
County Administrator

FROM: Jon Burgstrum, P.E.
County Engineer

SUBJ: Iowa Department of Transportation (IaDOT) Agreement for the Use of a Living
Roadway Trust Fund Grant for the Purchase of Prescribed Fire Equipment

DATE: September 11, 2018

This resolution is to approve an agreement between Scott County and the IaDOT regarding the use of a Living Roadway Trust Fund Grant for the purchase of prescribed fire equipment. Fire is a natural tool that we could start utilizing in our roadsides to restore ecosystem health, reduce herbicide usage and prepare the ground for new plantings. Our Roadside Vegetation Specialist is trained and certified to use this equipment.

Pursuant to the terms of the agreement, the IaDOT agrees to provide funding in the amount of \$1,593.88 for the purchase of the prescribed fire equipment. We will be responsible for purchasing the equipment and will be reimbursed \$1,593.88 by the IaDOT.

Based on an estimate received in November of 2017, the grant is expected to cover approximately 100% of the equipment cost. However, if the cost of the equipment exceeds the grant funding there are funds budgeted in our FY2019 budget to pay for the additional costs.

IOWA DEPARTMENT OF TRANSPORTATION
Agreement for a Living Roadway Trust Fund Grant
for Counties

RECIPIENT: Scott County Secondary Roads Department

PROJECT NAME: Prescribed Fire Equipment

AGREEMENT / PROJECT NO.: 90-82-LR19-340

AGREEMENT EXPIRATION DATE: December 31, 2019

Grant Amount: \$1,593.88

Total Matching Funds: \$0.00

Total Project Cost: \$1,593.88

Authorizing Official:

Mr. Jon Burgstrum
County Engineer, Scott County Secondary Roads Department
950 E Blackhawk Trail
Eldridge, IA, 52748
Phone: 563-326-8640
Fax: 563-328-4173
Email: jon.burgstrum@scottcountyiowa.com

Project Coordinator/Manager:

Mr. Brian Burkholder
Roadside Vegetation Specialist, Scott County Secondary Roads Department
950 E Blackhawk Trail
Eldridge, IA, 52748
Phone: 563-326-8640
Fax: 563-328-4173
Email: Brian.Burkholder@scottcountyiowa.com

Iowa Department of Transportation:

Mr. Troy Siefert, PLA
Living Roadway Trust Fund Administrator
Office of Design
Highway Division
800 Lincoln Way
Ames, Iowa 50010
Phone - 515-239-1768
Fax: 515-239-1873
Email: troy.siefert@iowadot.us

This is an agreement between Scott County Secondary Roads Department (hereinafter referred to as **RECIPIENT**) and the Iowa Department of Transportation (hereinafter referred to as the **DOT**).

RECITALS

1. The **RECIPIENT** submitted an application to the **DOT** for funding through the Living Roadway Trust Fund (LRTF) under Iowa Code section 314 subsection 21, and the application was approved by DOT staff action on August 14, 2018.
2. Pursuant to the terms of this agreement and applicable statutes, the **DOT** agrees to provide funding in the amount of \$1,593.88 to the **RECIPIENT** for the authorized and approved costs for eligible items associated with the development of Prescribed Fire Equipment. This project shall be completed no later than December 31, 2019 with final request for reimbursement to be received by the **DOT** within ninety (90) days of the completion date. If the **RECIPIENT** requires additional time to fulfill the terms of this agreement, a request for an extension of time shall be submitted to the LRTF Coordinator prior to the expiration date.
3. The Project Coordinator/Manager shall be responsible for reporting in writing to the Living Roadway Trust Fund Coordinator involvement in any projects that are connected in any way to the project outlined in this agreement and receive additional funding from the LRTF or other Resource Enhancement and Protection (REAP) programs. Failure to do so may result in revocation of LRTF funding approval for this project.
4. This agreement shall be executed and delivered in two (2) or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument

In consideration of the foregoing and the mutual promises contained in the agreement, the parties agree as follows:

SECTION 1: AUTHORITY

1. The Authorizing Official and the Project Coordinator/Manager representing the **RECIPIENT** shall be responsible for carrying out the provisions of this agreement.
2. Approval from the **DOT** is required in order to change the Project Coordinator/Manager representing the **RECIPIENT**.
3. It is mutually understood between the parties that the final authority in transportation matters now vested in the **DOT** by federal and state statutory and case law shall not be affected by this agreement.

SECTION 2: GRANT

1. The **RECIPIENT** shall be responsible for the development and completion of the project as described in the application, of which a copy of the original is attached hereto and by this reference incorporated into this agreement as EXHIBIT A and as follows:

Scott County is requesting funding of \$1,593.88 to purchase controlled burn equipment. Fire is a natural tool Scott County will start utilizing in their roadsides to restore ecosystem health, cut back on herbicide use, and prep the ground for new plantings.

2. Eligible project costs for the project described in section 2, subsection 1 of this agreement, listed above, which are incurred after the effective date of this agreement (see section 5), shall be paid as follows:
3. The portion of the total project costs paid to the **RECIPIENT** shall not exceed \$1,593.88.

| | |
|--------------------------------------|---------------|
| RECIPIENT LRTF Funds (Grant): | \$1,593.88 |
| RECIPIENT Local Contribution: | <u>\$0.00</u> |
| LRTF Project Total: | \$1,593.88 |

4. The local contribution stated above, and in Exhibit A, may include cash or non-cash contributions to the project. The **RECIPIENT** shall certify to the **DOT** the value of any non-cash contribution to the project prior to it being incorporated into the project. For right of way contributions, the **RECIPIENT** shall submit an appraisal and a check appraisal from qualified independent appraisers previously approved in writing by the **DOT**.
5. The **DOT** reserves the right to review the **RECIPIENT**'s certificate of value and has sole authority to determine the value of the **RECIPIENT**'s non-cash contribution for the purposes of this agreement. If, as a result of the **DOT**'s determination, the **RECIPIENT**'s total cash and non-cash contribution is below that stated in the terms of this agreement, the **RECIPIENT** shall increase its cash contribution in order to complete the **RECIPIENT**'s local contribution, or the grant or loan amount associated with this project shall be reduced accordingly.
6. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the **DOT** shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice. The **DOT** shall reimburse all eligible costs incurred up to and including this notice date.
7. Any revenue generated by interest payments on funds received by the **RECIPIENT** or by sales under this agreement shall be credited to the project.

SECTION 3: WORK

1. The **RECIPIENT** shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules.
2. The **RECIPIENT** shall be responsible for obtaining any permits, such as the Right to Occupy and Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and other construction permits required for the project prior to the start of construction.
3. Neither the approval of the project application for funding nor the signing of this agreement shall be construed as approval of any required permit from **DOT**.
4. In addition, the **RECIPIENT** shall certify to the **DOT**'s LRTF Coordinator that all known required environmental clearances have been received and that all environmental regulations have been complied with before funds are reimbursed or credited.
5. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the Manual on Uniform Traffic Control Devices (MUTCD) as adopted pursuant to 761 Iowa Administrative Code (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
6. The work on this project shall be in accordance with the grant application, survey, plans, specifications, and estimates on file. Any modification of these documents must be approved by the **DOT** in writing prior to the modification being put into effect.
7. For portions of the project let to bid, the **RECIPIENT** shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the **RECIPIENT** shall provide the **DOT** file copies of project letting documents within five (5) working days after the letting. The **RECIPIENT** shall wait for **DOT** concurrence before making the final award.
8. The **RECIPIENT** shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3(80). The **RECIPIENT** shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The **RECIPIENT** shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
9. The **RECIPIENT** shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement.

10. The **RECIPIENT** shall be responsible for the daily inspection of the project. For projects let to contract, the **RECIPIENT** shall compile a daily log of materials and quantities. For projects constructed with local forces, the **RECIPIENT** shall compile a daily log of materials, equipment and labor on the project. The **DOT** reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
11. Originals of all documents including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this agreement, are to be the joint property of the political jurisdiction and governmental agencies participating in the project. Copies of said documents will be made available to such participants upon request.
12. The **RECIPIENT** shall require its contractors to permit the **DOT's** authorized representatives to inspect all work, materials, records, and any other data related to the Prescribed Fire Equipment project approved and authorized through this agreement.
13. The **RECIPIENT** shall maintain all books, records and accounts, documents, papers, reports, other sources of information, as may be determined by the **DOT** to be pertinent to ascertain compliance with this agreement. The **RECIPIENT** shall also make such materials and its facilities available at all reasonable times during the project agreement period and for three years from the date of final reimbursement, for inspection by the **DOT**. Copies of said materials shall be furnished by the **RECIPIENT** if requested.
14. Project progress reports are due on a quarterly basis in digital format and shall be received by the **DOT** within 30 calendar days of the end of the quarter. For the purposes of this agreement, the quarters for each calendar year shall be January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31.
15. Upon completion of the project described in this agreement, the project coordinator/manager shall submit the final report in digital format to the **DOT** no later than 45 days after the project completion or grant end date, whichever is sooner. For **RECIPIENTs** that have purchased equipment, the project coordinator/manager shall submit the final report to the **DOT** no later one (1) year after the purchase date of said equipment. A presentation at the soonest statewide IRVM meeting on the performance of the equipment is also required within this same time period. Where any information required of the **RECIPIENT** is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** shall so certify to the **DOT** and shall set forth what efforts it has made to obtain the information.

SECTION 4: PROPERTY AND EQUIPMENT

1. In the event that right of way is required for the project, said right of way will be acquired

in accordance with 761 IAC 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

2. When property and equipment is purchased with LRTF funds, the **RECIPIENT** agrees that the property and equipment shall be used for the provision of integrated roadside vegetation management; within roadside rights-of-way or areas approved in writing by the **DOT**, for the life of the property and equipment as determined by the **DOT**. Title to all property and equipment purchased pursuant to the agreement shall rest with the **RECIPIENT** of this agreement.
3. The **RECIPIENT** shall permit the **DOT** or its authorized representatives to inspect all property and equipment purchased or used to comply with this agreement.
4. The **RECIPIENT** agrees, within 45 days of acceptance of equipment financed through this agreement, to submit an inventory report including photographs of equipment purchased with LRTF labels adhered in prominent locations to four sides of the equipment.
5. If the property and equipment is not continuously used for vegetation management in the rights-of-way in a manner described by the application and the guidelines for the LRTF program, the **RECIPIENT** shall immediately notify the **DOT**. If the property and equipment is not maintained in a usable condition, it shall be considered to not be in continuous use. The **DOT** shall then determine whether the property and equipment should be transferred to another LRTF recipient for continued use. If the **DOT** determines there is no need for the property and equipment among other LRTF recipients, the **DOT** may authorize local disposal through sale.
6. If the property and equipment is sold, it shall be sold by the **RECIPIENT** at the highest price obtainable at public or private sale, subject to written approval of the sale price by the **DOT**. The net sale price (gross sale price less expense of the sale, in an amount to be approved in advance by the **DOT**), multiplied by a percentage of the sale price equal to the percentage of any cash that was provided by the **RECIPIENT** as part of the original purchase of said property shall be paid to the **RECIPIENT**. The remaining amount shall be paid to the LRTF.

SECTION 5: REIMBURSEMENT

The **DOT** reimburses for expenses up to the limits described in this agreement as follows:

1. The **RECIPIENT** has specified that they will submit periodic reimbursement requests One Time (at Conclusion of Project).
2. All costs submitted for reimbursement or to be counted as matching funds shall not be

incurred until after this agreement is fully executed by the **DOT**.

3. Prior approval by the **DOT** is required before there can be any change to the scope of work and budget in the grant application approved by the **DOT**. For any individual work plan item not implemented by the **RECIPIENT** prior to the expiration date of this agreement, there will be no reimbursement by the **DOT**.
4. All reimbursement requests and direct vendor payment requests shall be submitted to the **DOT** using form 841700 Claim for Reimbursement of Living Roadway Trust Fund Project Costs located on the **DOT** website at <https://forms.iowadot.gov/BrowseForms.aspx> and attached as EXHIBIT B. Reimbursement requests and direct vendor payment requests submitted without form 841700 properly completed or without the required documentation of costs incurred shall be returned to the **RECIPIENT** without being processed with a request for correction and resubmittal.
5. For each work plan item of this agreement the **DOT** will, upon receipt of appropriate request and sufficient documentation, reimburse the **RECIPIENT** for the lesser of the amount established in this agreement or the actual expense. Any cost overruns shall be paid solely by the applicant.
6. The **RECIPIENT** may submit to the **DOT** periodic itemized claims for reimbursement for eligible project costs as often as monthly but no less than quarterly unless a one-time reimbursement or direct vendor payment option is indicated on the grant application. Periodic reimbursement requests shall be received by the **DOT** no later than 45 days after the end of the month or end of the quarter, whichever has been indicated in this agreement by the **RECIPIENT** in section 5 subsection 1. Reimbursement claims shall include an original signature certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
7. All requests for reimbursement must be itemized by work plan item, hours, pay classification, direct expenses and indirect expenses as applicable so as to allow the **DOT** to verify that the costs submitted conform to the items as outlined in this agreement.
8. Quarterly reimbursement requests shall include the status of all work plan items present in the approved application and agreement. Payment will be withheld until the status report is received in digital format.
9. All **RECIPIENTS** requesting reimbursement of indirect costs shall submit a current approved cost allocation plan or federally approved indirect cost rate documentation approved by the **DOT**.
10. All requests for reimbursement of equipment acquired as provided for in section 4 of this agreement must be accompanied by a copy of an invoice from the vendor. All original invoices must be received and reviewed by the **RECIPIENT** and verification of correct

quantities and costs for items received must be indicated. The **RECIPIENT** shall sign, print their name and date the invoice to certify that receipt of the indicated invoice items has taken place.

11. The **DOT** shall reimburse the **RECIPIENT** for properly documented and certified claims for eligible construction project activity costs, less a retainage, if applicable to the project, of not more than ten percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the **DOT** determines the **RECIPIENT** is overpaid, the **RECIPIENT** shall reimburse the overpaid amount to the **DOT**.
12. Upon completion of the project described in this agreement, the project coordinator/manager of the grant project shall certify in writing by letter to the **DOT** that the project activities were completed in substantial compliance with the requirements set forth in this agreement. Final reimbursement shall be made only after the **DOT** accepts the project as complete. In order to be considered complete, the provisions set forth in section 3 subsection 15 of this agreement must be met.
13. Final reimbursement requests by the **RECIPIENT** to the **DOT** shall be received no later than ninety (90) days after the completion of the project or the expiration date of this agreement, whichever is sooner. Failure to submit requests by this time, without prior approval, shall result in loss of remaining grant funding.
14. The **DOT** reserves the right to delay reimbursement of funds to the **RECIPIENT** if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the **DOT** shall so notify the **RECIPIENT** in writing and shall give the **RECIPIENT** an estimate of when reimbursement might be expected. The **DOT** shall establish a system to equitably make reimbursements to all **RECIPIENT**s so affected.

SECTION 6: SUBMITTALS

1. Papers, interim reports, forms, or other materials, which are a part of the work set forth in this agreement, shall not be copyrighted without written approval of the **DOT**. If written approval is given, such approval shall be subject to all applicable federal and state laws, rules and regulations.
2. Publications by either party shall give credit to the other party. However, if the **DOT** does not wish to subscribe to the findings or conclusions of the study, the following statement shall be included on the credit sheet: "The opinions, findings, and conclusions expressed in this report are those of the authors, who are responsible for the facts and accuracy of the material presented herein. The contents do not necessarily reflect the official views, policies, or conclusions of the **DOT**". It is the responsibility of the **RECIPIENT** to contact the **DOT** to ascertain the stance **DOT** wishes to take before the credit sheet is prepared.

3. Either party to this agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

SECTION 7: DEFAULT

1. This agreement may be declared to be in default by the **DOT** if the **DOT** determines that the **RECIPIENT**'s application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the **DOT** determines that the project is not being developed as described in the application.
2. If the **RECIPIENT** fails to perform any obligation under this agreement, the **DOT** shall have the right, after first giving thirty (30) days written notice to **RECIPIENT** by certified mail return receipt requested, to declare this agreement in default. The **RECIPIENT** shall have thirty (30) days from date of mailing of notice to cure the default. If the **RECIPIENT** claims to have cured the default, it shall notify **DOT** no later than five (5) days after taking the action it claims has cured the default. **DOT** shall have sole discretion, without further notice, to determine whether or not any action taken has cured the default.
3. In the event a default is not cured, the **DOT** may revoke funding commitments and seek repayment of funds loaned or granted by this agreement. By signing this agreement, the **RECIPIENT** agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the **DOT** and may include cash repayment, installment repayments with negotiable interest rates, charges against the **RECIPIENT**'s share of road use tax funds, or other methods as approved by the **DOT**.

SECTION 8: GENERAL

1. All notices required under this agreement shall be made in writing to the **DOT**'s and the **RECIPIENT**'s contact person. The **DOT**'s contact person shall be Troy Siefert, Living Roadway Trust Fund Coordinator, Iowa Department of Transportation, Office of Design, 800 Lincoln Way, Ames, Iowa, 50010, phone: 515-239-1768, email: troy.siefert@iowadot.us. The **RECIPIENT**'s contact person shall be Mr. Brian Burkholder, Roadside Vegetation Specialist, Scott County Secondary Roads Department, 950 E Blackhawk Trail, Eldridge, IA, 52748, phone: 563-326-8640, email: Brian.Burkholder@scottcountyiowa.com.
2. The **RECIPIENT** agrees to defend, indemnify and hold **DOT** harmless from any and all liability arising out of or relating in any manner to the above-referenced project, including any and all suits, actions, or claims of any character arising out of or relating in any manner to the above-referenced project, including as well, but not limited to, matters relating to research, purchase of equipment, representation of the LRTF program at public events and the design, construction, maintenance, placement of traffic control devices, or inspection of the work associated with this project. This agreement to

indemnify, defend and hold harmless applies to all aspects of the **DOT's** application review and approval process, work plan review and guidance, plan and construction reviews, and funding participation. It includes, but is not limited to claims for acts and omissions for which the **DOT** alone was or would be responsible.

3. The **RECIPIENT** shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code chapter 216, the Iowa Civil Rights Act of 1965. No person shall, on the grounds of age, race, creed, sex, color, national origin, religion, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the **RECIPIENT** receives state funds from the **DOT**.
4. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures.
5. If any part of this agreement is found to be void and unenforceable then the remaining provisions of the agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the **DOT**.
7. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
8. This agreement as set forth in sections 1 through 9 herein, including referenced **EXHIBITs**, constitutes the entire agreement between the **DOT** and the **RECIPIENT** concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the **DOT** and **RECIPIENT**.

EXHIBIT A
Recipient Grant Application

LIVING ROADWAY TRUST FUND GRANT APPLICATION

Deadline: June 1st, 2018 4:00 p.m.

Read Application Instructions and FY 2019 Funding Guidelines before completing application.

Project Name: Prescribed Fire Equipment

APPLICANT INFORMATION

Grant Applicant (Agency, Organization, County...): Scott County Secondary Roads Department

Applicant Authorizing Official: Position/Title: County Engineer

Title: Mr. First Name: Jon Last Name: Burgstrum

Address 1: 950 E Blackhawk Trail

Address 2:

Address 3:

City: Eldridge State: IA ZIP Code: 52748

E-mail: jon.burgstrum@scottcountyiowa.com Phone: 563-326-8640 Fax: 563-328-4173

Project Coordinator/Manager: Position/Title: Roadside Vegetation Specialist

Title: Mr. First Name: Brian Last Name: Burkholder

Address 1: 950 E Blackhawk Trail

Address 2:

Address 3:

City: Eldridge State: IA ZIP Code: 52748

E-mail: Brian.Burkholder@scottcountyiowa.com Phone: 563-326-8640 Fax: 563-328-4173

NOTIFICATION FOR RIGHT-OF-WAY PROJECTS

If applicable, select the type of right-of-way in which the proposed project will occur:

Jurisdiction representative who has been notified of the project proposal:

Name: Title:

E-mail: Phone:

Have all required permits, environmental clearances, easements and notifications been made or acquired?

If no, please explain:

PROJECT INFORMATION

Project Funding Category: Grant Applicant Type:

Project Type:

If Other Related Project type was selected please explain:

Estimated Start Date (MM/DD/YYYY): Estimated Completion Date (MM/DD/YYYY):

Concise Project Summary:

Scott County is requesting funding of \$1,593.88 to purchase controlled burn equipment. Fire is a natural tool Scott County will start utilizing in their roadsides to restore ecosystem health, cut back on herbicide use, and prep the ground for new plantings.

Detailed Project Description:

The items Scott County would like to purchase with funding are as follows:

- | | |
|--|----------|
| 1. Skymate Wind Meter | \$79.99 |
| 2. True North Dragon Slayer Wildland Pants (Qty 2 @ 152.99) | \$305.98 |
| 3. True North Dragon Slayer Wildland Shirts (Qty 2 @ 152.99) | \$305.98 |
| 4. Firedome II Firefighters helmets (Qty 2 @ 249.99) | \$499.98 |
| 5. Red Dragon Propane Torch Kit | \$89.99 |
| 6. Indian Smokechaser Fire Pump 5gal Sprayer | \$169.99 |
| 7. Fire Swatters (Qty 2 @ 53.99) | \$107.98 |
| 8. Shipping | \$33.99 |

Scott County has chose to purchase the equipment from Ben Meadows. They have been proudly supplying government agencies for decades with a smooth, fast and easy purchase process. I have attached a detailed online quote of items for purchase. Scott County looks forward to utilizing controlled burns in its roadsides. The controlled burns will allow us to help control weeds in the roadsides with a more natural approach.

PROJECT COST SUMMARY

| Line # | Detailed Work Plan (Please include all workplan items to detail total project cost, including all match amounts) | Amount |
|--------|---|----------|
| 1 | Skymate Wind Meter | \$79.99 |
| 2 | True North Dragon Slayer Wildland Pants (Qty 2 @ \$152.99) | \$305.98 |
| 3 | True North Dragon Slayer Wildland Shirts (Qty 2 @ \$152.99) | \$305.98 |
| 4 | Firedome II Firefighters helmets (Qty 2 @ \$249.99) | \$499.98 |
| 5 | Red Dragon Propane Torch Kit | \$89.99 |
| 6 | Indian Smokechaser Fire Pump 5 gallon Sprayer | \$169.99 |
| 7 | Fire Swatters (Qty 2 @ \$53.99) | \$107.98 |
| 8 | Shipping | \$33.99 |

Add a Line

Total Project Cost: **\$1,593.88**

MATCH SUMMARY

| Cash Match Detail | | Amount |
|-------------------|---|--------|
| Line # | (Please include all cash match items found in the previous section) | |
| 1 | Not Applicable | \$0.00 |

Add a Line

Total Cash Match Amount: \$0.00

| In-Kind Match Detail | | Amount |
|----------------------|--|--------|
| Line # | (Please include all in-kind match items found in the previous section) | |
| 1 | Not Applicable | \$0.00 |

Add a Line

Total In-Kind Match Amount: \$0.00

Total Grant Match Amount: \$0.00

GRANT REQUEST SUMMARY

(Enter the amount of the grant for which you are applying)

Total Project Cost: \$1,593.88

Total Matching Funds: \$0.00

Grant Match Percentage: 0%

Grant Amount Requested: \$1,593.88

Reimbursement Frequency: One Time (at Conclusion of Project)

MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa that are due beginning January 1, 2009, shall include a Minority Impact Statement. This is the State's mechanism for requiring grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups.

Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s). Submit additional pages as necessary.

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.

Describe the positive impact expected from this project:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.

Describe the negative impact expected from this project:

Present the rationale for the existence of the proposed program or policy:

Provide evidence of consultation with representatives of the minority groups impacted:

Indicate which groups are impacted:

- ☐ Women ☐ Persons with a disability ☐ Blacks ☐ Latinos ☐ Asians
☐ Pacific Islanders ☐ American Indians ☐ Alaskan Native Americans ☐ Other

- ☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact:

As Government Agency, Scott County provides it's programs and services to everyone. The purchase of prescribed fire equipment for controlled burns in our roadsides is not expected to have a disproportionate or unique impact on minority persons.

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Brian Burkholder

Title: Roadside Vegetation Specialist

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, means individuals who are women, persons with a disability, Blacks, Latinos, Asians, or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 7, paragraph "b", subparagraph (1):

b. As used in this subsection:

- (1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.

APPLICATION CERTIFICATION:

I, the undersigned, certify that this project has been approved for submittal for Living Roadway Trust Fund grant consideration.

Grant Applicant (Agency, Organization, County...):

Applicant Authorizing Official: Position/Title:

Title: First Name: Last Name:

Submission Checklist:

- ☒ Iowa DOT Form 841702 (pages 3-6 and 9 of this document)
- ☒ Minority Impact Statement Form 105101t (pages 7 & 8 of this document)
- ☒ Supplemental Supporting Information (please attach)

FOR INTERNAL USE ONLY

Project Title:

File Name:

County Name: County Number: Received:



\$1,559.89 (11) Cart

Sign In | Register | My Account | 1-800-241-6401

Product Categories

Resource Centers

Tech Info

eCatalog

Customer Service

Government

What can we help you find today?

Search

\$1 SHIPPING With Your \$150+ Order | Use Promo Code **BMMPO4SH** at cart | See details »

• Shipping has been calculated using Zip Code 52804.

Shopping Cart

Know your part numbers? Quick Order

Continue Shopping



Fire Swatter

Item #: 170550



In stock!

Qty: 2

List Price: \$53.99

Remove

Item Total: \$107.98



INDIAN Smokechaser Fire Pump with Pistol Grip, 5-gal.

Item #: 227346



In stock!

Qty: 1

List Price: \$169.99

Remove

Item Total: \$169.99



TRUE NORTH Dragon Slayer™ Wildland Pants, 7-oz. Tecasafe Plus®, Spruce Green, Waist Size XL(37-40"), 38" Inseam

Item #: 227422XL38



Ships directly from manufacturer. Shipping date will vary by manufacturer and item.

Qty: 2

List Price: \$152.99

Remove

Item Total: \$305.98



TRUE NORTH Dragon Slayer™ Wildland Brush Shirt, 6-oz. Nomex IIIA, 2XL

Item #: 227417XXL



Ships directly from manufacturer. Shipping date will vary by manufacturer and item.

Qty: 2

List Price: \$152.99

Remove

Item Total: \$305.98



Firedome® II Firefighter's Helmet

Item #: 131522



In stock!

Qty: 2

List Price: \$249.99

Remove

Item Total: \$499.98



Skymate Wind Meter

Item #: 78110



In stock!

Qty: 1

List Price: \$79.99

Remove

Item Total: \$79.99



Propane Torch Kit

Item #: 160708



In stock!

Qty: 1

List Price: \$99.99

Remove

Order Summary

Items: 11

Subtotal: \$1,559.89

Shipping: \$33.99

Order Total: \$1,593.88

52804

Calculate Shipping

Valid for contiguous 48 states

Enter Promo Code

Apply

Your current code is 90Q100.

Checkout



EXHIBIT B
Reimbursement Form

Instructions for completing Form 841700
REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS
AND
DIRECT VENDOR OR SERVICES PAYMENTS

This form is for documenting eligible costs that are to be: (1) reimbursed to the grant Recipient for costs already incurred, (2) requested to be paid directly to a vendor as a direct vendor payment after the equipment has been received and checked in on the invoice as required or (3) payment for services, including direct and indirect costs, as indicated in the project agreement. Each type has a separate line for data entry.

Please Use the Tab key on your keyboard to scroll through and fill in all appropriate information in the shaded entry fields on the form(s).

Claim Number: Enter the claim number. The first claim is Claim 1, the next is Claim 2 and so on.

Check the checkbox with the computer mouse for final reimbursement when completing the final reimbursement claim.

Date: Enter the date the claim is prepared.

Enter the Iowa DOT Project Number, Grant Recipient and Project Name as they are indicated in the project agreement.

- Line 1. Enter the maximum state funds payable per the Iowa DOT project agreement.
- Line 2. If applicable, enter the amount of "Local Contribution" included in the total project cost. The local contribution amount is the combination of in-kind and organization funds contributed to the project.
- Line 3. This is the sum of the state-fund award, the in-kind contribution and the local contribution. This field is automatically calculated.
- Line 4. Enter the dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient to date, including this claim, in Column B.
- Line 5. Enter the dollar amount of *eligible* costs requested for Direct Vendor Payments for this claim in Column A. Enter the total cumulative dollar amount of *eligible* costs requested for Direct Vendor Payments to date, including this claim, in Column B. Each Direct Vendor Payment request should use a separate request form and should only include costs for a single vendor.
- Line 6. This is the Subtotal dollar amount of *eligible* costs requested for Reimbursement of Grant Items costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 7. Enter the dollar amount paid by the Iowa DOT for eligible costs requested for Reimbursement of Grant Items. This includes costs incurred by the Recipient and costs requested for Direct Vendor Payments prior to this claim.
- Line 8. This is the subtotal dollar amount due this payment/final payment for Reimbursement of Grant Items costs incurred by the Recipient and costs requested for Direct Vendor Payments. This field is automatically calculated.
- Line 9. Enter the dollar amount of eligible Indirect and Direct costs requested for Services costs for this claim in the appropriate field in Column A. Enter the total cumulative dollar amount of eligible Indirect and Direct costs requested for Services costs incurred by the Recipient to date, including this claim in the field in Column B.
- Line 10. This is the subtotal dollar amount eligible for Services Costs. This field is automatically calculated.
- Line 11. Enter the dollar amount paid by the Iowa DOT for eligible Services Costs prior to this claim.
- Line 12. This is the subtotal dollar amount due this payment/final payment for Services Costs. This field is automatically calculated.
- Line 13. This is the total dollar amount due for Reimbursement of Grant Items costs incurred by the Recipient, costs requested for Direct Vendor Payments and Services Costs for this claim. This field is automatically calculated.

NOTE: Reimbursement claims must be accompanied by an original signed reimbursement claim form (841700), and copies of all invoices (with beginning and ending dates) and proof of processed payment and/or in-kind contribution documentation totaling 100% of the amount of work for which reimbursement is being requested. Direct vendor payment requests must be accompanied by a copy of the vendor invoice with the items received, circled, signature and printed name of the authorized person who received the invoiced item(s) and the date received.

Submit an electronic version of this form and required documentation via email to mjpingenot@speedconnect.com for review. Upon approval, mail signed original and required documentation to: Mark Pingenot, LRTF Program Assistant, 5818 28th Ave, Vinton, IA 52349-9332

**REQUEST FOR REIMBURSEMENT OF LIVING ROADWAY TRUST FUND GRANT PROJECT COSTS
AND
DIRECT VENDOR OR SERVICES PAYMENTS**

***** PLEASE READ THE INSTRUCTIONS FOR COMPLETING THIS FORM BEFORE YOU PROCEED*****

Project Information

Claim Number: _____ Check for Final Reimbursement ☐ Date: _____ Iowa DOT Project Number: _____

Grant Recipient: _____

Project Name: _____

| | |
|--|--------|
| 1 Maximum State Funds payable per the Iowa DOT project agreement: | \$0.00 |
| 2 Local Contribution (including in-kind and organization funds contributed to the project if applicable): | \$0.00 |
| 3 Total Project Cost: | \$0.00 |

Grant Items for Reimbursement to the Recipient and Costs Paid Directly to Vendor

| | This Claim Amount [A] | Cumulative Claim Amount [B] |
|---|--------------------------|--------------------------------|
| Grant Items to be Reimbursed to the Recipient | | |
| 4 Total dollar amount of Grant Items costs claimed: | \$0.00 | \$0.00 |
| Grant Items to be Paid Directly to Vendor | | |
| 5 Total dollar amount of Vendor invoice(s): | \$0.00 | \$0.00 |
| 6 Subtotal dollar amount eligible for Reimbursement and Direct Vendor Payments | | \$0.00 |
| 7 Dollar amount paid by the Iowa DOT for these items prior to this claim: | | \$0.00 |
| 8 Subtotal dollar amount due this payment/final payment for Grant Items and Direct Vendor Payments: | | \$0.00 |

Services Payments

| | This Claim Amount [A] | | Cumulative Claim Amount [B] |
|---|--------------------------|--------|--------------------------------|
| Services | Indirect | Direct | |
| 9 Total dollar amount of Services costs claimed: | \$0.00 | \$0.00 | \$0.00 |
| 10 Subtotal dollar amount eligible for Services Costs | | | \$0.00 |
| 11 Dollar amount paid by the Iowa DOT for Services prior to this claim: | | | \$0.00 |
| 12 Subtotal dollar amount due this payment/final payment for Services: | | | \$0.00 |
| 13 Total dollar amount due for Reimbursement, Direct Vendor Payments and Services | | | \$0.00 |

CERTIFICATION

I hereby certify that all eligible project activities for which reimbursement and direct vendor payment is requested have been completed in compliance with the project plans, specifications, project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY or Local Public Agency, that the items claimed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.

Recipient Representative (Computer Entry or Printed)

Signature Date (Computer Entry or Printed)

Recipient Representative Signature (Sign in Ink)

Recipient Representative Title (Computer Entry or Printed)

Make Check Payable to:

Grant Recipient or Designated Vendor (Computer Entry or Printed)

Mailing Address (Computer Entry or Printed)

Submit an electronic version of this form and required documentation via email to

mjpingenot@speedconnect.com for review. Upon approval, mail signed original and required documentation to: Mark Pingenot, LRTF Program Assistant, 5818 28th Ave, Vinton, IA 52349-9332

| | | |
|-----------------------|----------|------|
| FOR INTERNAL USE ONLY | INITIALS | DATE |
| IDOT Approval | | |
| IDOT Approval | | |

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

APPROVAL OF THE AGREEMENT FOR A LIVING ROADWAY TRUST FUND
GRANT FOR THE PURCHASE OF PRESCRIBED FIRE EQUIPMENT.

BE IT RESOLVED by the Scott County Board of Supervisors as
follows:

Section 1. That Agreement No. 90-82-LR19-340 between
Scott County and the Iowa Department of
Transportation for the purchase of prescribed
fire equipment be approved.

Section 2. That the County Engineer be authorized to sign
the agreement on behalf of the Board.

Section 3. That this resolution shall take effect
immediately.

Prepared by: Scott County Planning and Development, 600 West Fourth Street, Davenport Iowa

SCOTT COUNTY ORDINANCE NO. 18-_____

AN ORDINANCE TO AMEND THE ZONING MAP BY REZONING APPROXIMATELY 3.56 ACRES IN SECTION 5, LECLAIRE TOWNSHIP FROM AGRICULTURAL-PRESERVATION (A-P) TO SINGLE-FAMILY RESIDENTIAL (R-1), ALL WITHIN UNINCORPORATED SCOTT COUNTY.

BE IT ENACTED BY THE BOARD OF SUPERVISORS OF SCOTT COUNTY
IOWA:

Section 1. In accordance with Section 6-31 Scott County Code, the following described unit of real estate is hereby rezoned from Agricultural-Preservation (A-P), to Single-Family Residential (R-1) to-wit:

Part of the Northwest Quarter of the Southeast Quarter of Section 5, Township 78 North, Range 5 East of the 5th P.M., Scott County, Iowa, particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter of Section 5; thence South on the West line of the Southeast Quarter of said Section 5 a distance of 652.5 feet to the center line of the existing Township Road; thence South 89 degrees 15 feet East along the center line of said Township Road for a distance of 314.15 feet; thence South 70 degrees 30 feet East along the center line of said Township Road a distance of 246.84 feet; thence North parallel to the West line of the Southeast Quarter of said Section 5 a distance of 366 feet; thence West parallel to the North line of the Southeast Quarter of said Section 5 546.81 feet to a point on the West line of the Southeast Quarter of said Section 5 thence South to the point of beginning containing 5 acres, more or less, and subject to existing public highway.

Section 2. This ordinance changing the above described land to Residential Single-Family (R-1) is approved as recommended by the Planning and Zoning Commission.

Section 3. The County Auditor is directed to record this ordinance in the County Recorder's Office.

Section 4. Severability Clause. If any of the provisions of this Ordinance are for any reason illegal or void, then the lawful provisions of the Ordinance, which are separate from said unlawful provisions shall be and remain in full force and effect, the same as if the Ordinance contained no illegal or void provisions.

Section 5. Repealer. All ordinances or part of ordinances in conflict with the provisions of the Ordinance are hereby repealed.

Section 6. Effective Date. This Ordinance shall be in full force and effect after its final passage and publication as by law provided.

Approved this _____ day of _____ 2018.

Tony Knobbe, Chair
Scott County Board of Supervisors

Roxanna Moritz, County Auditor

PLANNING & DEVELOPMENT

600 West Fourth Street
Davenport, Iowa 52801-1106
E-mail: planning@scottcountyia.com
Office: (563) 326-8643 Fax: (563) 326-8257



Item #5
9/18/18

Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Timothy Huey, Planning Director

Date: September 10, 2018

Re: Approval of the Final Plat of Terrell's 1st Addition, a proposed 4-lot commercial/light industrial subdivision in part of the NW¹/₄ of Section 18 in Pleasant Valley Township

This request is for approval of a Final Plat of a 4-lot commercial light industrial subdivision of an approximately 7.3 acre tract. The purpose of the plat is to reconfigure the existing parcels to facilitate their sale and development. Lot 1, the 1.1 acre parcel is the only lot currently developed with a building and was the only lot under that is less than the required 2-acre minimum lot size.

The Zoning Board of Adjustment held a public hearing and approved the variance request to allow the plat to be approved with Lot 1 less than the minimum lot size in accordance with staff's recommendation. The applicant was present to answer questions from the Commission and the Board of Adjustment at both the public hearings on this plat. Several residents from Pleasant Harbor, the Bettendorf subdivision to the south of the proposed Terrell's First Addition, were at the Board of Adjustment public hearing and raised questions about the maintenance of 244th Avenue, a private road. The four lots in Terrell's First Addition all access the private road that those homeowners maintain that runs through this property and provides access to both these lots and the residents in Pleasant Harbor. Those residents requested some assurance the future owners or tenants would share in the cost of maintenance and upgrades to the shared private road since residents in Pleasant Harbor currently bear all those costs. The Board suggested Terrell and Pleasant Harbor residents come to an agreement outside of the hearing before the Board of Supervisors approves the final plat. The applicant has submitted the recorded documentation of the binding provisions for road maintenance and how those costs are to be shared by the adjacent property owners.

Both conditions of the Planning Commission's recommendation for approval of a Final Plat have been met.

P & Z COMMISSION RECOMMENDATION: The Planning Commission recommends approval of the Final Plat of Terrell's 1st Addition with the following conditions:

1. The City of Bettendorf approve the Final Plat
2. The Scott County Zoning Board of Adjustment approve a variance to allow the creation of a lot that is less than the minimum lot area requirements for a lot zoned "Commercial-Light Industrial (C-2)" with no sewer and water service.

Vote: 4-0, All Ayes



PLANNING & ZONING COMMISSION

STAFF REPORT

June 19, 2018



Applicant: Sean Terrell, submitted by Townsend Engineering

Request: Sketch Plan/Final Plat of Terrell's First Addition

Legal Description: Part of the NW ¼ of Section 18 in Pleasant Valley Township

General Location: Adjacent to the corporate limits of the City of Bettendorf, south of Great River Road and the Canadian Pacific railway

Zoning: Commercial-Light Industrial (C-2)

Surrounding Zoning:

- North:** Great River Road/US Hwy 67, Commercial-Light Industrial (C-2)
- South:** *City of Bettendorf*
- East:** *City of Bettendorf*
- West:** Commercial-Light Industrial (C-2)

GENERAL COMMENTS: This request is for approval of a Final Plat of a 4-lot subdivision of an approximately 7.17-acre tract, which is currently split into two parcels: one approximately 4.3 acres, the other approximately 2.7. The current configuration of the property has the existing private road running through and entirely within the eastern lot and the western lot although not legally landlocked, does not have frontage or access to the road. This plat will reconfigure the property so that the road runs between the lots with all of the lots having access and frontage on the road. It will also result in four lots rather than just two.

STAFF REVIEW: Staff has reviewed this request for compliance with the requirements of the Subdivision Regulations and Zoning Ordinances for Final Plat approval. This subdivision is classified as a minor plat because it creates less than five (5) lots and would not involve the extension of any new streets or other public services.

Zoning, Land Use, and Lot Layout

The proposed Plat would subdivide the approximately 7.17-acre tract into four (4) lots. Lot 1 would be approximately 1.1 acres; Lot 2, 2.0 acres; Lot 3, 2.0 acres; and Lot 4, 2.1 acres. All lots would retain their "Commercial-Light Industrial (C-2)" zoning designation, meaning each lot could be developed for permitted uses in that district after site plan review and approval by the Planning and Zoning Commission. One lot, Lot 1, would include an existing mini-warehouse building.

Common Open Space

The regulations require common open space only in residential subdivisions of fifteen (15) or more lots, so open space is not required for this proposal.



Access and Roadway Improvements

All lots would be served by 244th Avenue, a private, paved road. There is also a private roadway easement, but no roadway, on the eastern boundary of Lots 1 and 2. That private easement is labeled “To Be Vacated,” as the applicants have indicated they intend to have the easement vacated in order to expand the building envelopes on the lots. If the easement were to remain, there would be a fifty (50) foot setback from both that easement and the easement for 244th Avenue.

Protection of Natural Vegetation Cover

Whenever a wooded site is to be developed, no more than fifteen percent (15%) of the naturally occurring canopy-tree cover shall be removed due to surface earth grading, roadway construction, building site clearance, or any other construction activity associated with subdivision site improvement. Whenever removal of more than fifteen percent (15%) of the naturally occurring vegetation cover is deemed necessary and unavoidable a mitigation replanting measure shall be implemented. Such mitigation shall require re-establishment of one (1) native tree of a similar specie to those removed for every three trees of three (3) inch caliper or greater removed or fatally damaged.

Given the lack of new proposed roadways, the property would not need to undergo significant earth grading or site clearance to develop the three vacant lots. The majority of the site is also in agricultural production, so there is almost no canopy-tree cover that would be vulnerable to development.

Stormwater Management

This proposal does not include any new roadways or smaller development lots, so a stormwater management plan would not be expected. Stormwater management practices would be addressed during future site plan review processes for the development of any of the vacant lots.

Erosion and Sediment Control Plan

Erosion Control Plans are typically reviewed by submitted the County Engineer in conjunction with the road construction plans. Since this proposal does not include any new roadways, an Erosion Control Plan would not be expected.

Wastewater Disposal and Water Provision

This proposal was sent to the County Health Department for its review. With no specific development proposed at this point, the Health Department did not raise any issues.

City of Bettendorf Review

This property is adjacent on two sides to Bettendorf city limits. Therefore, review and approval of the Final Plat by the City of Bettendorf is required. At this time, staff and Townsend Engineering has notified the City of the Final Plat submittal but has not received formal approval/consent. The Plat will not be forwarded to the Board of Supervisors for its consideration until formal approval/consent is received.



PLANNING & ZONING COMMISSION

STAFF REPORT

June 19, 2018



Lot Size Variance

The request includes the creation of a lot that is less than the minimum lot area requirements for a lot zoned “Commercial-Light Industrial (C-2)” with no sewer and water service. Minimum lot size for a C-2 zoned parcel without sewer and water service is 2.0 acres and Lot 1 of Terrell’s First Addition has a proposed size of approximately 1.1 acres. The applicant’s petition cites the location of a roadway easement and resulting setbacks as the exceptional situation warranting a variance. The variance request will be heard by the Zoning Board of Adjustment at its next regular meeting on June 27, 2018. Approval of the variance will be required prior to forwarding the Plat to the Board of Supervisors.

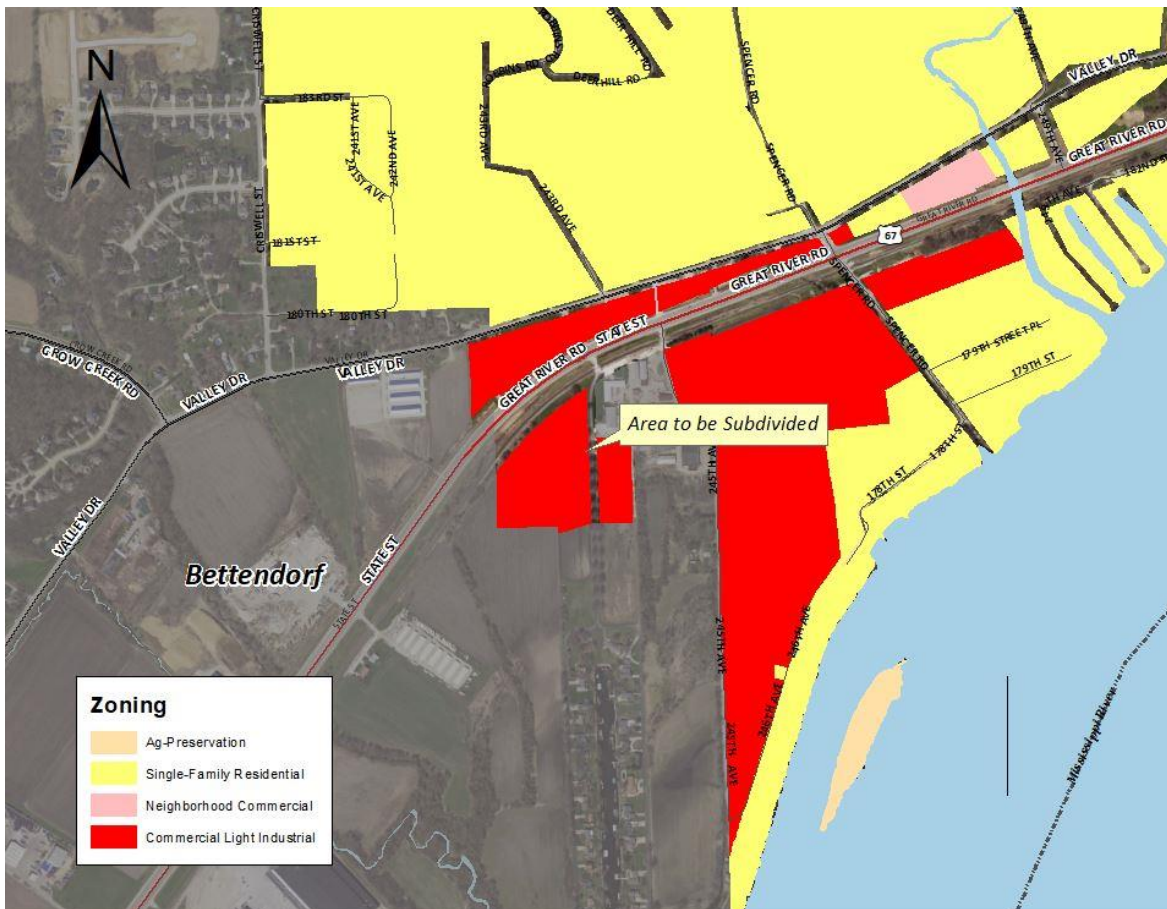
Others Notified

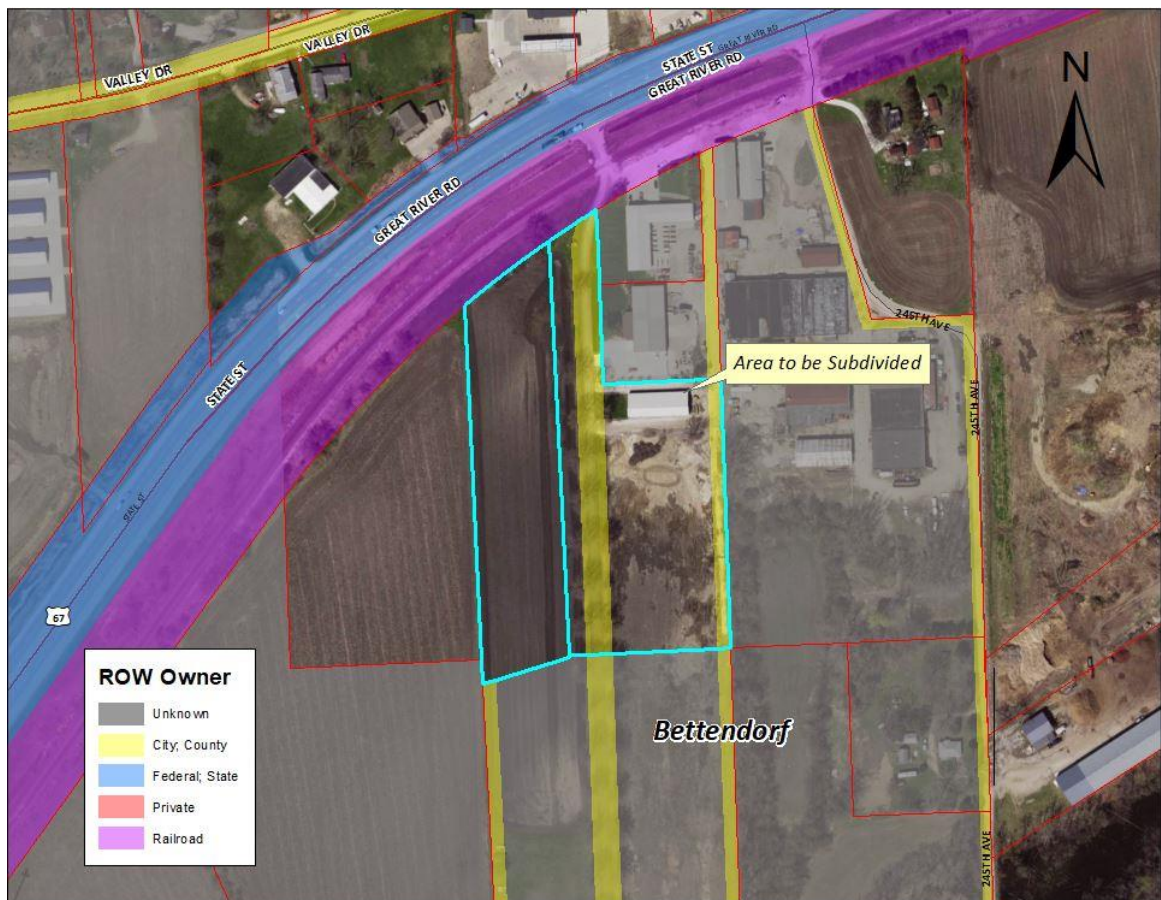
The Subdivision Ordinance requires additional notification of the following County Departments and local entities: Assessor, Auditor, Bi-State Regional Planning Commission, and District Soil Conservationist Staff. Those entities did not have any comments at this time. Staff also notified adjacent property owners within five hundred feet (500') of the public hearing before the Planning Commission.

RECOMMENDATION: Staff recommends that the Final Plat of Terrell’s First Addition be approved with the following conditions:

1. The City of Bettendorf approve the Final Plat
2. The Scott County Zoning Board of Adjustment approve a variance to allow the creation of a lot that is less than the minimum lot area requirements for a lot zoned “Commercial-Light Industrial (C-2)” with no sewer and water service

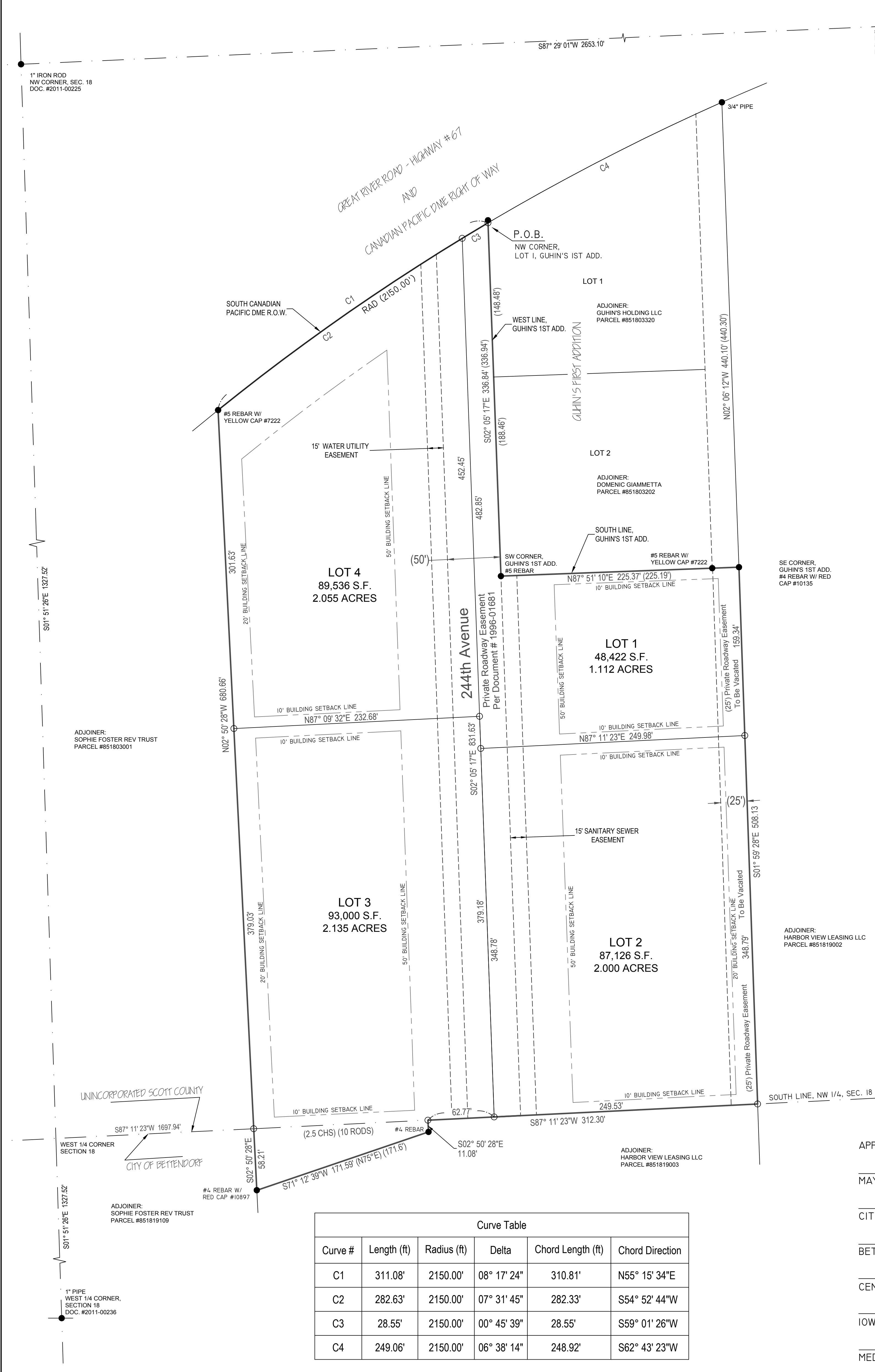
Submitted by:
Timothy Huey, Director
June 15, 2018







FINAL PLAT OF:
TERRELL'S 1st ADDITION
LOCATED IN THE NORTHWEST QUARTER OF SECTION
18, TOWNSHIP 78 NORTH, RANGE 5 EAST OF THE 5TH
PRINCIPAL MERIDIAN, SCOTT COUNTY, IOWA



PLAT INFORMATION

1. Owner:
Harbor View Leasing LLC
17851 244th Avenue
Bettendorf, Iowa 52722
2. Engineer:
Townsend Engineering
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
3. Surveyor:
Michael D. Richmond
2224 East 12th Street
Davenport, Iowa 52803
Ph: (563) 386-4236
4. Attorney:
John Carroll
Attorney at Law
201 W. 2nd Street, Suite 801
Davenport, Iowa 52801
Ph: (563) 326-1008

NOTES:

SUBDIVISION AREA: 7.302± ACRES. / 318,080± S.F.

SUBDIVISION IS ZONED "C-2", COMMERCIAL AND LIGHT INDUSTRIAL DISTRICT AS DEFINED IN SCOTT COUNTY, IOWA ORDINANCE No. 16-03, RECORDED AS DOC. #2016-11228

MEASUREMENTS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

ALL PUBLIC UTILITIES SHALL BE LOCATED WITHIN EASEMENTS OR PUBLIC RIGHT-OF-WAY.

COMPARE THE DESCRIPTION OF THIS PLAT WITH THE DEED, ABSTRACT OR CERTIFICATE OF TITLE; ALSO COMPARE ALL POINTS BEFORE BUILDING BY SAME, AND AT ONCE REPORT ANY DIFFERENCE.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S SIGNATURE AND SEAL.

BLANKET UNDERGROUND EASEMENTS GRANTED FOR SEWER, WATER, GAS, ELECTRIC, TELEPHONE, AND CABLE T.V. SERVICES TO INDIVIDUAL STRUCTURES WITHIN THE LOT WHERE THE STRUCTURE IS LOCATED.

THIS SUBDIVISION LIES WITHIN ZONE "X" (AREA NOT PRONE TO FLOODING) AS SHOWN ON FEMA FIRM PANEL 19163C0383F# EFFECTIVE FEBRUARY 18, 2011.

SEWAGE TREATMENT TO BE PROVIDED BY PRIVATE SEPTIC SYSTEMS UNTIL SUCH TIME SCOTT COUNTY HEALTH DEPARTMENT DETERMINES SANITARY SEWER SERVICE IS REQUIRED. THE LOT OWNERS SHALL MAKE NECESSARY CONNECTIONS TO THE PUBLIC SYSTEM..

"UTILITY EASEMENTS" SHALL ACCOMMODATE GAS, ELECTRIC, WATER AND COMMUNICATION LINES AS NEEDED.

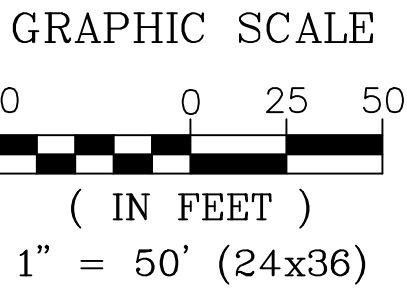
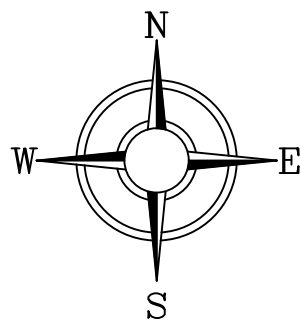
PLAT NOTES ESTABLISH REQUIREMENTS FOR HOW A SUBDIVISION WILL DEVELOP. HOWEVER, THE COUNTY RESERVES THE RIGHT IN ITS SOLE DISCRETION TO ALTER OR AMEND ANY PLAT NOTE, OR TO SELL OR VACATE ANY RIGHT OF WAY OR UTILITY EASEMENT DEDICATED WITHIN THE PLAT. FURTHER, THE CITY RESERVES THE RIGHT UPON REQUEST OF THE OWNER TO RELOCATE ANY EASEMENT, ALTER LOT BOUNDARIES OR ALLOW GROUND TO BE REPLATTED.

THE 25' PRIVATE ROADWAY EASEMENT ALONG THE EAST SIDE OF THIS SUBDIVISION SHALL BE VACATED WITH THE COUNTY ACCEPTANCE AND RECORDATION OF THIS PLAT.

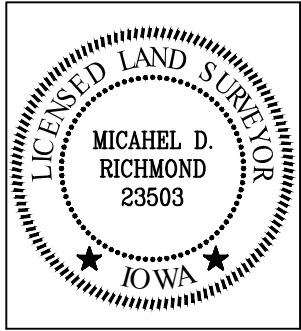
APPROVAL SIGNATURES:

| | |
|---|-------|
| MAYOR | DATE: |
| CITY CLERK | DATE: |
| BETTENDORF, CHAIRMAN PLAN & ZONE | DATE: |
| CENTURY LINK | DATE: |
| IOWA - AMERICAN WATER COMPANY | DATE: |
| MEDIACOM | DATE: |
| MIDAMERICAN ENERGY | DATE: |
| APPROVED SUBJECT TO ENCUMBRANCES OF RECORD M.E.C. | |
| SCOTT COUNTY PLANNING AND ZONING | DATE: |

LEGEND:
DEED DIMENSION = (0.00')
FIELD DIMENSION = 0.00'
MONUMENTS FOUND
#5 REBAR, UNLESS NOTED = ●
CHISELED "X" = X
MONUMENTS SET:
#5 REBAR W/ YELLOW CAP #23503 = ○
BOUNDARY LINE = _____
ROAD CENTER LINE = _____
EASEMENT LINE = _____
SETBACK LINE = _____
SECTION LINE = _____



THE MEASURED BEARINGS SHOWN HEREON
ARE BASED ON THE IOWA STATE PLANE
COORDINATE SYSTEM, SOUTH ZONE (1402)
GEOID 12A, NAD 83 (2011) EPOCH 2010.00.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

MICHAEL D. RICHMOND
Iowa License Number: 23503
My license renewal date is December 31, 2019.
Pages or sheets covered by this seal: 1

| | | | | | | | | |
|---|--|--------------------------------|---------------|-------------|--|--|---------------------|------|
| TOWNSEND ENGINEERING CIVIL • STRUCTURAL • LAND DEVELOPMENT | DATE: 05/10/18 | TE PROJECT NO: 00000.00 | DRAWN BY: KLC | REVISIONS: | PROJECT FINAL PLAT SUBDIVISION SCOTT COUNTY, IOWA | DEVELOPER HARBOR VIEW LEASING LLC 17851 244TH AVENUE BETTENDORF, IOWA | SHEET NO. 1 OF 1 | |
| | 563 386.4236 office 386.4231 fax | CHECKED BY: MDR | NO. | DESCRIPTION | | | | DATE |
| | 2224 East 12th Street, Davenport, IA 52803 | DRAWN BY: S:\TERREL\HARBORVIEW | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

CERTIFICATE OF APPROVAL BY SCOTT COUNTY

I, Tony Knobbe, Chairman of the Scott County Board of Supervisors, do hereby certify that said Board adopted a Resolution on September 20, 2018 in which it approved the Final Plat of **Terrell's First Addition** as follows:

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

Section 1. As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has on this 20th day of September, 2018, considered the final plat of **Terrell's First Addition**. Said plat is a subdivision in Part of the NW ¼ of Section 18, T78N R5E (Pleasant Valley Township), in Scott County, Iowa. The Scott County Board of Supervisors, having found said plat to be in substantial compliance with the provisions of Chapter 354, Code of Iowa and the Scott County Subdivision Ordinance, does hereby approve the final plat of **Terrell's First Addition**.

Section 2. The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.

Section 3. This Resolution shall take effect immediately.

Signed this 20th day of September, 2018

SCOTT COUNTY, IOWA

BY: _____

Tony Knobbe, Chair

ATTESTED BY: _____

Roxanna Moritz, Auditor

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

APPROVING THE FINAL PLAT OF TERRELL'S FIRST ADDITION

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

Section 1. As the local governing body responsible for the approval of subdivision plats within its rural jurisdiction, the Scott County Board of Supervisors has on this 20th day of September, 2018, considered the final plat of **Terrell's First Addition**. Said plat is a subdivision in Part of the NW ¼ of Section 18, T78N R5E (Pleasant Valley Township), in Scott County, Iowa, and having found the same made in substantial accordance with the provisions of Chapter 354, Code of Iowa, and the Scott County Subdivision Ordinance, does hereby approve the final plat of said subdivision.

Section 2. The Board Chairman is authorized to sign the Certificate of Approval on behalf of the Board of Supervisors and the County Auditor to attest to his signature.

Section 3. This Resolution shall take effect immediately.

PLANNING & DEVELOPMENT

500 West Fourth Street
Davenport, Iowa 52801-1106
E-mail: planning@scottcountyiowa.com
Office: (563) 326-8643 Fax: (563) 326-8257



Item #6
9/18/18

Timothy Huey
Director

To: Mahesh Sharma, County Administrator

From: Scott County TIF Review Committee

Date: September 10, 2018

Re: City of LeClaire's proposed URA Amendment for TIF incentives for retail/commercial development.

The City of LeClaire has notified Scott County of the proposed amendment to the City's URA to rebate TIF income for an economic development incentive project. The proposed development is for a 6,000 square foot building to be constructed next door to the Mississippi Distillery on North Cody Road. The Plan would rebate 85% of the TIF generated over a six year timeframe to a maximum of \$91,000.

This appears to be the type of TIF incentive the County Board does not support as stated in the TIF principles for review approved in September, 2017. It is neither for the elimination of blight nor for the creation of new primary jobs but rather as an incentive for a retail/commercial enterprise that could be considered to be in competition with other similar business located in LeClaire and other areas of Scott County and the Quad Cities. It is the TIF Review Committee's opinion that such incentives are inappropriate because they give such businesses an unfair advantage over long established, existing businesses of a similar nature.

The meeting giving the affected taxing entities an opportunity to consult on this proposal will be held Friday, September 14, 2014 at 9 AM at LeClaire City Hall. The TIF Review Committee has already submitted questions and a request for additional information that the City Administrator has responded to by email. A copy of those questions and the City's response is attached. Following the Board's discussion at Committee of the Whole, the TIF Review Committee will prepare a letter for the Board's consideration.



CITY OF LECLAIRE, IOWA

325 WISCONSIN STREET
LECLAIRE, IOWA 52753

TEL: (563)-289-4242

FAX: (563)-289-6014
WWW.LECLAIREIOWA.GOV

SENDER'S DIRECT CONTACT INFORMATION:
PHONE EXT. #1104 ECHOATE@LECLAIREIOWA.GOV

**NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF LECLAIRE, STATE OF IOWA
AND ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED 2018 AMENDMENT TO THE
URBAN RENEWAL PLAN FOR THE LECLAIRE URBAN RENEWAL AREA NO. 1 IN THE CITY OF
LECLAIRE, STATE OF IOWA**

The City of LeClaire, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 9:00 A.M. on September 14, 2018, in the Council Chamber, City Hall, 325 Wisconsin Street, LeClaire, Iowa concerning a proposed 2018 Amendment to the Urban Renewal Plan for LeClaire Urban Renewal Area No. 1, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of LeClaire, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of LeClaire, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

***** See attached proposed plan amendment and City Council resolution setting a public hearing on this matter.***

RES. #18-167

**RESOLUTION SETTING DATES OF A CONSULTATION AND A PUBLIC HEARING ON A PROPOSED
2018 AMENDMENT TO THE URBAN RENEWAL PLAN FOR THE LECLAIRE URBAN RENEWAL AREA
NO. 1 IN THE CITY OF LECLAIRE, STATE OF IOWA**

WHEREAS, on May 20, 1991, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the LeClaire Urban Renewal Area No. 1, by Resolution Nos. 91-59 and 91-60, and the LeClaire Urban Renewal Area No. 2, by Resolution Nos. 91-61 and 91-62, described therein, which Plan is on file in the office of the Recorder of Scott County; and

WHEREAS, the LeClaire Urban Renewal Area No.1 was amended by Resolution Nos. 92-63 and 92-64, approved April 20, 1992; and

WHEREAS, the LeClaire Urban Renewal Area No. 2 was amended by Resolution Nos. 92-119 and 92-120, approved July 27, 1992; and

WHEREAS, in 2003, by Resolution No. 03-90, the City adopted and approved an Amendment No. 2 to the Urban Renewal Plan that consolidated the LeClaire Urban Renewal Area No. 1 and the LeClaire Urban Renewal Area No. 2 into a single urban renewal area to be known as LeClaire Urban Renewal Area No. 1 (the "Area" or "Urban Renewal Area"); and

WHEREAS, since the Area's consolidation, the Plan and Area have been amended to identify new projects and add additional land to the Area, including by Resolution Nos. 04-62 and 04-96, adopted in 2004; by Resolution No. 05-142, adopted in 2005; by Resolution Nos. 10-55 and 10-167, adopted in 2010; by Resolution No. 12-97, adopted in 2012; by Resolution Nos. 13-19 and 13-207, adopted in 2013; and by Resolution No. 14-181, adopted in 2014; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

URBAN RENEWAL AREA NO. 1

Part of Section 2 in Township 78 North, Range 5 East of the 5th Principal Meridian and part of Section 35 in Township 79 North, Range 5 East of the 5th Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Northerly right-of-way line of Byron Street as it currently exists or will exist in the future and the Westerly right-of-way line of Second Street as it currently exists or will exist in the future in said Section 35;

thence Easterly along the said Northerly right-of-way line and Northerly line extended of Byron Street to the center of the channel of the Mississippi River;

thence Southerly and Southwesterly along the said center of the channel of the Mississippi River to the point of intersection with the Easterly extension of the Southerly line of Block 12 in the Original Town of LeClaire;

thence Westerly along the said Southerly line and line extended of Block 12 in the Original Town of LeClaire to the Westerly right-of-way line of Second Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of Second Street to the Northerly right-of-way line of Davenport Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Davenport Street to the Westerly line of the North-South alley in Block 10 in the Original Town of LeClaire as it currently exists or will exist in the future;

thence Northerly along the said West line of alley to the Southerly line of Wisconsin Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Wisconsin Street to the Westerly right-of-way line of Fourth Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way of Fourth Street to the Northerly right-of-way line of Jones Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Jones Street to the Westerly line of the North-South alley in Block 7 in the Original Town of LeClaire as it currently exists or will exist in the future;

thence Northerly and Northwesterly along the said Westerly alley line or line extended in Block 7, 6 and 5 of the Original Town of LeClaire and along the Westerly right-of-way of Douglas Street (First Street place) to the Northerly right-of-way line of Benton Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Benton Street to the Westerly right-of-way line of U.S. Route 67 (Cody Road) as it currently exists or will exist in the future;

thence Northwesterly and Northerly along the said Westerly right-of-way line of U.S. Route 67 (Cody Road) to the Southerly right-of-way line of Elm Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Elm Street to the Westerly right-of-way line of Second Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way of Second Street to the said point of beginning.

URBAN RENEWAL AREA NO. 2

Parts of sections 2, 3, 4, 9 and 10 in Township 78 North, Range 5 East of the 5th Principal Meridian and parts of Sections 33 and 34 in Township 79 North, Range 5 East of the 5th Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line extended Northerly of Sycamore Drive (25th Street Southwest) as it currently exists or will exist in the future and the Northerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future in said Section 33;

thence Easterly along the said Northerly right-of-way line of Wisconsin Street to the Westerly right-of-way line of Fifteenth Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of Fifteenth Street to the Southerly right-of-way line of Holland Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Holland Street to the Westerly right-of-way line of North 23rd Street (LeClaire's Westerly City limit line) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of North 23rd Street to the point of intersection with the Northerly line, extended Westerly, of Cody Industrial Subdivision;

thence Easterly along the said Northerly line and line extended of Cody Industrial Subdivision to the Easterly line of Cody Industrial Subdivision;

thence Southerly along the said Easterly line of Cody Industrial Subdivision to the Northerly right-of-way line of Holland Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Holland Street to the Easterly right-of-way line of Fifteenth Street as it currently exists or will exist in the future;

thence Southerly along the said Easterly right-of-way line of Fifteenth Street to the Southerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Wisconsin Street to the Westerly line, extended Northerly, of the LeClaire Cemetery Association in said Section 3;

thence Southerly along the said Westerly line and line extended of LeClaire Cemetery Association to the Northerly right-of-way line of Iowa Drive as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line or line extended of Iowa Drive, to the Easterly line of LeClaire Cemetery Association;

thence Northerly along the said Easterly line and Easterly line extended of LeClaire Cemetery Association to the Northerly line of LeClaire's Outlot 35;

thence Easterly along the said Northerly line of LeClaire's Outlot 35 and Outlots 34 and 33 to the Westerly line of Putnam's 2nd Addition;

thence Southerly along the said Westerly line of Putnam's 2nd Addition to the Southerly line of Lot 4 of said Putnam's 2nd Addition;

thence Easterly along the said Southerly line of Lot 4 of Putnam's 2nd Addition to the Easterly right-of-way line of 8th Street as it currently exists or will exist in the future;

thence Southerly along the said Easterly right-of-way line of 8th Street to the Southerly line of LeClaire's Upper Reserve;

thence Easterly 31.8 feet along the said LeClaire's Upper Reserve Southerly line to a point (for purposes of this description the said South line LeClaire's Upper Reserve is assumed to bear North 89°16' East);

thence South 31°56' East 477.1 feet, more or less, to a point on the Southerly right-of-way line of US Highway 67 as it currently exists or will exist in the future;

thence Westerly 161.50 feet along the said Southerly right-of-way line of US Highway 67 to a point;

thence North 31°56' West 374.0 feet to a point;

thence North 158.2 feet, more or less, to, a point on the South line of the Northwest Quarter of Section 2;

thence Westerly along the said South line of the Northwest Quarter to the Westerly line of Riverview Heights Subdivision;

thence Southerly along the said Westerly line of Riverview Heights Subdivision 364.3 feet to a point;

thence South 62°30' West 356.9 feet to a point;

thence South 28°00' East to the meander of the ordinary high water line of the right bank of the Mississippi River in said Section 2;

thence Southwesterly along the said meander of the ordinary high water line of the right bank of the Mississippi River to a point 100.0 feet Westerly, as measured in perpendicular distance, of Carleton Addition's Westerly line extended Southerly;

thence Northwesterly along said line 100.0 feet Westerly of and parallel to Carleton Addition's Westerly line to the Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad as it currently exists or will exist in the future;

thence Southwesterly and Westerly along the said Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad to the Easterly line of Lot 6 in Reading Reserve;

thence Southerly along the said East line of Lot 6 in Reading Reserve to the ordinary high water line of the right bank of the Mississippi River in said Section 10;

thence Westerly along the ordinary high water line of the right bank of the Mississippi River in said Sections 10 and 9 to a point 213.3 feet Westerly, as measured parallel to the Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad of the East line of the Northeast Quarter of Section 9;

thence Northerly along said line parallel to the East line of the Northeast Quarter of Section 9 to the Southerly right-of-way of the Davenport, Rock Island and Northwestern Railroad as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way of the Davenport, Rock Island and Northwestern Railroad to the Westerly right-of-way line, extended Southerly, of Woodland Lane (Power's Lane) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line and line extended of Woodland Lane (Power's Lane) to the Northerly line of Woodland Drive (31st Street Drive Southwest) as it currently exists or will exist in the future;

thence Easterly, Southeasterly and Southerly along the said Northerly and Easterly right-of-way line of Woodland Drive (31st Street Southwest) to the Northerly right-of-way of US Highway 67 as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way of US Highway 67 to a point 174 feet Westerly as measured perpendicular to the centerline of said Sycamore Drive (25th Street Southwest) as it currently exists;

thence Northwesterly along a line 174 feet Westerly of, as measured perpendicular to the centerline of Sycamore Drive (25th Street Southwest) to a point 50.0 feet Northerly of, as measured perpendicular to, the South line of the Southeast Quarter of the Southeast Quarter of said Section 4;

thence Easterly along the said line 50.0 feet Northerly and parallel to the South line of the said Southeast Quarter of the Southeast Quarter, of Section 4 to the said Westerly right-of-way of Sycamore Drive (25th Street Southwest) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line and line extended of Sycamore Drive (25th Street Southwest) to the said point of beginning.

1992 ADDITION TO URBAN RENEWAL AREA NO. 1

Part of Sections 2 and 35 in Townships 78 and 79 North, Range 5 East of the 5th Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line of U.S. Highway 67, (Cody Road), as it currently exists or will exist in the future and the Northerly line of Section 2, thence Northwesterly along the said Westerly right-of-way line of U.S. Highway 67 to point of intersection with the Northerly right-of-way line of Holland Street as it currently exists or will exist in the future to THE POINT OF BEGINNING of the parcel herein described;

thence Westerly along said right-of-way line to the Easterly right-of-way line of North Second Street as it currently exists or will exist in the future;

thence Northerly along said right-of-way line to a point on the Northerly right-of-way line of Walnut Street as it currently exists or will exist in the future;

thence Westerly along said right-of-way line to a point on the Westerly right-of-way line of North Third Street as it now exists or will exist in the future;

thence Southerly along said right-of-way line to a point on the Northerly right-of-way line of Holland Street as it now exists or will exist in the future;

thence Westerly along said right-of-way line to a point of intersection with the Westerly right-of-way line extended Northwesterly of the public alley right-of-way in Block 14 of Davenport & Roger's Addition to the City of LeClaire;

thence Southeasterly along said right-of-way line extended to a point on the Southerly right-of-way line of Benton Street as it now exists or will exist in the future;

thence Northeasterly along said right-of-way line to point of intersection with the Easterly right-of-way line extended of the public alley right-of-way in Block 9 of Davenport & Roger's Addition to the City of LeClaire;

thence Northwesterly along said right-of-way line to its intersection with the Southerly right-of-way line of Holland Street as it now exists or will exist in the future;

thence Easterly along said right-of-way line to its intersection with the Westerly right-of-way line of U. S. Highway 67, (Cody Road), as it now exists or will exist in the future;

thence Northwesterly along said right-of-way line to the point of beginning of the parcel herein described.

1992 ADDITION TO URBAN RENEWAL AREA NO. 2

Part of Section 3 in Township 78 North, Range 5 East of the 5th Principal Meridian LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line extended Northerly of Sycamore Drive (25th Street Southwest) as it currently exists or will exist in the future and the Northerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future in Section 33;

thence Easterly along the said Northerly right-of-way line of Wisconsin Street to a point of intersection in Section 34 with the Westerly line, extended Northerly, of the LeClaire Cemetery Association;

thence Southerly along the said Westerly line and line extended of LeClaire Cemetery Association to the Northerly right-of-way line of Iowa Drive as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line or line extended of Iowa Drive, to the Easterly line of the LeClaire Cemetery Association;

thence Northerly along the said Easterly line and Easterly line extended of the LeClaire Cemetery Association to a point on the Northerly line of LeClaire's Outlot 35 and the Southwest corner of LeClaire's Outlot 30 as it now exists and the point of beginning of the parcel herein described;

thence continuing Northerly along said line extended to the Northeast corner of LeClaire's Outlot 30 as it now exists;

thence East for a distance of one hundred and eighty-four feet (184') along the Northerly line of LeClaire's Outlot 30 to the Southwest corner of LeClaire's Outlot 27 as it now exists;

thence Northerly for a distance of three hundred and eighty and five-tenths feet, (380.5'), to a point on the Northerly right-of-way line of Davenport Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Davenport Street to the Southwest corner of the alley right-of-way in Block 26 of LeClaire's Addition to the City of LeClaire;

thence Southerly along the Westerly lot line of Lot #23 of Multi-Plex Park First Addition to the City of LeClaire;

thence continuing Southerly along the Westerly line of the Replat of Lots 1 Thru 9 of Multi-Plex Park First Addition to the City of LeClaire for a distance of three hundred and fifty-three and seven tenths

feet, (353.7'), to the Southwest corner of Lot #11 of the Replat of Lots 1 Thru 9 of Multi-Plex Park Addition to the City of LeClaire;

thence Easterly along the Southerly line of said Replat for a distance of seven hundred and sixty and twenty-eight hundredths feet, (760.28') to a point on the Westerly lot line of Lot #2 of Putnam's 2nd Addition to the City of LeClaire;

thence Southerly along the Westerly line of said addition to the Northerly line of LeClaire's Outlot 33;

thence Westerly along the Northerly line of LeClaire's Outlets 33, 34, and 35 to the point of beginning of the parcel herein described.

2003 ADDITION

Part of the North Half of Section 3, Township 78 N., Range 5 E. of the 5th Principal Meridian, described as follows:

Commencing at the North Quarter Corner of said Section 3, thence South 89 degrees 57 minutes 30 seconds East, 1077.23 feet on the north line of said Section 3 to the west line of 15th Street in the Town of LeClaire; thence South 00 degrees 39 minutes 30 seconds West, 678.48 feet on the west line of LeClaire's Reserve to the POINT OF BEGINNING; thence South 00 degrees 09 minutes 30 seconds East, 1177.52 feet on said west line to the north line of LeClaire's Cemetery ground; thence North 90 degrees 00 minutes 00 seconds West, 520.76 feet to the east line of the west 30.00 feet of the parcel of land described in document number 11313-74; thence South 00 degrees 08 minutes 40 seconds East, 754.81 feet on said line to the north right of way line of Iowa Drive; thence North 89 degrees 57 minutes 30 seconds West, 60.00 feet on said north line to the west line of the east 30.00 feet of the parcel of land described in document number 00151-98; thence North 00 degrees 08 minutes 40 seconds West, 754.77 feet on said west line; thence North 90 degrees 00 minutes 00 seconds East, 30.00 feet; thence North 00 degrees 08 minutes 40 seconds West, 1180.11 feet; thence South 89 degrees 44 minutes 30 seconds East, 550.07 feet to the point of beginning, containing 15.94 acres, more or less.

The entire site lies within the City of LeClaire, County of Scott and State of Iowa.

2004 ADDITION

Part of the West Half of Section 2, Township 78 North, Range 5 East of the 5th Principal Meridian, described as follows:

Beginning at the northwest corner of Lot 1 in the Bluffs at Bridgeview 6th Addition, thence South 82 degrees 36 minutes 20 seconds East, 1341.68 feet, on the southerly line of said Lot 1 and on the southerly line of Fairwynd Heights Subdivision; thence South 42 degrees 08 minutes 34 seconds West, 398.40 feet on the northwesterly line of Bischoff's Addition; thence South 06 degrees 51 minutes 40 seconds East, 269.11 feet on the westerly line of Bischoff's Addition; thence South 31 degrees 10 minutes 01 seconds East, 63.00 feet on the westerly line of Bischoff's Addition to the northerly right of way line of Cody Road (U.S. Hwy 67); thence South 34 degrees 21 minutes 00 seconds East, 200.56 feet to the southerly right of way line of the I.C. & E.R.R.; thence South 55 degrees 39 minutes 00 seconds West, 163.24 feet on said right of way line; thence North 31 degrees 21 minutes 06 seconds West, 210.27 feet to the northerly right of way line of Cody Road (U.S. Hwy 67); thence North 31 degrees 33 minutes 59 seconds West, 498.86 feet on the westerly line of the parcel in document number 16006-83; thence South 58 degrees 24 minutes 00 seconds West, 486.90 feet on the northerly line of parcel in document number 24241-01; thence South 10 degrees 30 minutes 36 seconds East, 271.77 feet on the westerly boundary line of said parcel; thence South 25 degrees 49 minutes 48 seconds East, 402.64 feet to the southerly right of way line of the D.R.I. & N.W. R.R.; thence South 63 degrees 52 minutes 00 seconds West, 229.74 feet on said right of way line; thence South 64 degrees 24 minutes 00 seconds West, 60.00 feet on said right of way line; thence North 32 degrees 07 minutes 26 seconds West, 530.02 feet; thence North 00 degrees 13 minutes 33 seconds West, 1005.39 feet to the point of beginning, containing 21.65 acres, more or less.

2005 ADDITION

Part of Section 34 and part of Section 35, Township 79 North Range 5 East of the 5th Principal Meridian, described as follows:

Beginning at the southeast corner of Lot 14 in A. LeClaire's Reserve Out Lots, thence North 00 degrees 10 minutes 48 seconds East, 1222.90 feet on the east line of said Lot 14, Lot 11, Lot 6, and Lot 3 in said A. LeClaire's Reserve Out Lots to the south right of way line of Holland Street; thence South 89 degrees 55 minutes 09 seconds West, 1334.03 feet on said right of way line to the east right of way line of 15th Street; thence North 00 degrees 00 minutes 15 seconds East, 78.01 feet to the north right of way line of Holland Street; thence South 89 degrees 59 minutes 26 seconds East, 3414.22 feet on said right of way line to the northerly extension of the Easterly lot lines of Lots 6 through 10, Block 14 in the Davenport & Rodgers Addition to the Town of LeClaire; thence South 10 degrees 01 minutes 36 seconds East, 812.57 feet on said lot lines to the northeast corner of Lot 4 in Block 13 in said Addition and southerly right of way line of Benton Street; thence South 81 degrees 11 minutes 51 seconds West, 200.00 feet on said right of way line to the easterly right of way line of 5th Street; thence South 08 degrees 52 minutes 45 seconds East, 574.31 feet on said right of way line to the north line of the Original Town of LeClaire; thence South 87 degrees 55 minutes 39 seconds East, 83.90 feet on said north line to the east right of way line of 6th Street; thence South 00 degrees 05 minutes 03 seconds West, 240.24 feet to the intersection of the east right of way line of 6th Street and the south right of way line of Ewing Street; thence South 90 degrees 00 minutes 00 seconds West, 720.00 feet on said right of way line to the east right of way line of 8th Street; thence South 00 degrees 00 minutes 02 seconds East, 717.34 feet on said right of way line to the south right of way line of Jones Street; thence South 89 degrees 59 minutes 58 seconds West, 60.00 feet on said right of way line to the west right of way line of 8th Street; thence North 00 degrees 00 minutes 02 seconds West, 1060.34 feet on said right of way line to the northeast corner of Lot 17 in A. LeClaire's Reserve Out Lots; thence South 90 degrees 00 minutes 00 seconds West, 1420.00 feet on the north line of Lot 17 and Lot 18 in said A. LeClaire's Reserve Out Lots to the point of beginning, containing 72.46 acres of land, more or less.

2010 ADDITION

Certain real property in the City of LeClaire, County of Scott, State of Iowa more particularly described as follows:

- 1) All of the right-of-way of N. 23rd Street from its intersection with Territorial Road on north to its intersection with Trent Street on the south; and
- 2) Lot 1 and Lot 2, Block 3, Upper LeClaire Addition to the Town Of LeClaire, Scott County, Iowa, except the West 85 feet thereof as conveyed by Warranty Deed of Record in the Office of the Recorder of Scott County, Iowa, in Book 186, Page 419, of Town Lot Deeds; and
- 3) All of Lot #9 and the E. 36' of the S. 15' of Lot #8 of Block #10 of the Original Town of LeClaire (also recognized as Scott County parcel #850206909104 or 221 S. 2nd Street).

2012 ADDITION

Certain real property situate in the City of LeClaire, County of Scott, State of Iowa, more particularly described as follows:

Lot #2 of the Niko Addition Subdivision, City of LeClaire, Iowa.

WHEREAS, City staff has caused there to be prepared a form of 2018 Amendment to the Plan ("2018 Amendment" or "Amendment"), a copy of which has been placed on file for public inspection in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update certain aspects of the Plan, and to identify a new urban renewal project; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan, as amended; and

WHEREAS, this proposed 2018 Amendment adds no new land; and

WHEREAS, the Iowa statutes require the City Council to notify all affected taxing entities of the consideration being given to the proposed 2018 Amendment and to hold a consultation with such taxing entities with respect thereto, and further provides that the designated representative of each affected taxing entity may attend the consultation and make written recommendations for modifications to the proposed division of revenue included as a part thereof, to which the City shall submit written responses as provided in Section 403.5, as amended; and

WHEREAS, the Iowa statutes further require the City Council to hold a public hearing on the proposed 2018 Amendment subsequent to notice thereof by publication in a newspaper having general circulation within the City, which notice shall describe the time, date, place and purpose of the hearing, shall generally identify the urban renewal area covered by the Amendment and shall outline the general scope of the urban renewal project under consideration, with a copy of the notice also being mailed to each affected taxing entity.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF LECLAIRE, STATE OF IOWA:

Section 1. That the consultation on the proposed 2018 Amendment to the Urban Renewal Plan required by Section 403.5(2) of the Code of Iowa, as amended, shall be held on September 14, 2018, in the Council Chamber, City Hall, 325 Wisconsin Street, LeClaire, Iowa, at 9:00 A.M., and the City Administrator, or his delegate, is hereby appointed to serve as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2).

Section 2. That the City Clerk is authorized and directed to cause a notice of such consultation to be sent by regular mail to all affected taxing entities, as defined in Section 403.17(1), along with a copy of this Resolution and the proposed 2018 Amendment, the notice to be in substantially the following form:

NOTICE OF A CONSULTATION TO BE HELD BETWEEN THE CITY OF LECLAIRE, STATE OF IOWA AND
ALL AFFECTED TAXING ENTITIES CONCERNING THE PROPOSED 2018 AMENDMENT TO THE
URBAN RENEWAL PLAN FOR THE LECLAIRE URBAN RENEWAL AREA NO. 1 IN THE CITY OF
LECLAIRE, STATE OF IOWA

The City of LeClaire, State of Iowa will hold a consultation with all affected taxing entities, as defined in Section 403.17(1) of the Code of Iowa, as amended, commencing at 9:00 A.M. on September 14, 2018, in the Council Chamber, City Hall, 325 Wisconsin Street, LeClaire, Iowa concerning a proposed 2018 Amendment to the Urban Renewal Plan for LeClaire Urban Renewal Area No. 1, a copy of which is attached hereto.

Each affected taxing entity may appoint a representative to attend the consultation. The consultation may include a discussion of the estimated growth in valuation of taxable property included in the Urban Renewal Area, the fiscal impact of the division of revenue on the affected taxing entities, the estimated impact on the provision of services by each of the affected taxing entities in the Urban Renewal Area, and the duration of any bond issuance included in the Amendment.

The designated representative of any affected taxing entity may make written recommendations for modifications to the proposed division of revenue no later than seven days following the date of the consultation. The City Administrator, or his delegate, as the designated representative of the City of LeClaire, State of Iowa, shall submit a written response to the affected taxing entity, no later than seven days prior to the public hearing on the proposed Amendment, addressing any recommendations made by that entity for modification to the proposed division of revenue.

This notice is given by order of the City Council of the City of LeClaire, State of Iowa, as provided by Section 403.5 of the Code of Iowa, as amended.

Section 3. That a public hearing shall be held on the proposed Amendment before the City Council at its meeting which commences at 7:00 P.M. on October 1, 2018, in the Council Chamber, City Hall, 325 Wisconsin Street, LeClaire, Iowa.

Section 4. That the City Clerk is authorized and directed to publish notice of this public hearing in the Quad City Times, once on a date not less than four (4) nor more than twenty (20) days before the date of the public hearing, and to mail a copy of the notice by ordinary mail to each affected taxing entity, such notice in each case to be in substantially the following form:

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL OF A PROPOSED 2018 AMENDMENT TO
THE URBAN RENEWAL PLAN FOR THE URBAN RENEWAL AREA FOR THE LECLAIRE URBAN
RENEWAL AREA NO. 1 IN THE CITY OF LECLAIRE, STATE OF IOWA

The City Council of the City of LeClaire, State of Iowa, will hold a public hearing before itself at its meeting which commences at 7:00 P.M. on October 1, 2018 in the Council Chamber, City Hall, 325 Wisconsin Street, LeClaire, Iowa, to consider adoption of a proposed 2018 Amendment to the Urban Renewal Plan for the LeClaire Urban Renewal Area No. 1 (the "Amendment") concerning the Urban Renewal Area No. 1 in the City of LeClaire, State of Iowa, legally described as follows:

URBAN RENEWAL AREA NO. 1

Part of Section 2 in Township 78 North, Range 5 East of the 5th Principal Meridian and part of Section 35 in Township 79 North, Range 5 East of the 5th Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Northerly right-of-way line of Byron Street as it currently exists or will exist in the future and the Westerly right-of-way line of Second Street as it currently exists or will exist in the future in said Section 35;

thence Easterly along the said Northerly right-of-way line and Northerly line extended of Byron Street to the center of the channel of the Mississippi River;

thence Southerly and Southwesterly along the said center of the channel of the Mississippi River to the point of intersection with the Easterly extension of the Southerly line of Block 12 in the Original Town of LeClaire;

thence Westerly along the said Southerly line and line extended of Block 12 in the Original Town of LeClaire to the Westerly right-of-way line of Second Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of Second Street to the Northerly right-of-way line of Davenport Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Davenport Street to the Westerly line of the North-South alley in Block 10 in the Original Town of LeClaire as it currently exists or will exist in the future;

thence Northerly along the said West line of alley to the Southerly line of Wisconsin Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Wisconsin Street to the Westerly right-of-way line of Fourth Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way of Fourth Street to the Northerly right-of-way line of Jones Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Jones Street to the Westerly line of the North-South alley in Block 7 in the Original Town of LeClaire as it currently exists or will exist in the future;

thence Northerly and Northwesterly along the said Westerly alley line or line extended in Block 7, 6 and 5 of the Original Town of LeClaire and along the Westerly right-of-way of Douglas Street (First Street place) to the Northerly right-of-way line of Benton Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Benton Street to the Westerly right-of-way line of U.S. Route 67 (Cody Road) as it currently exists or will exist in the future;

thence Northwesterly and Northerly along the said Westerly right-of-way line of U.S. Route 67 (Cody Road) to the Southerly right-of-way line of Elm Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Elm Street to the Westerly right-of-way line of Second Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way of Second Street to the said point of beginning.

URBAN RENEWAL AREA NO. 2

Parts of sections 2, 3, 4, 9 and 10 in Township 78 North, Range 5 East of the 5th Principal Meridian and parts of Sections 33 and 34 in Township 79 North, Range 5 East of the 5th Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line extended Northerly of Sycamore Drive (25th Street Southwest) as it currently exists or will exist in the future and the Northerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future in said Section 33;

thence Easterly along the said Northerly right-of-way line of Wisconsin Street to the Westerly right-of-way line of Fifteenth Street as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of Fifteenth Street to the Southerly right-of-way line of Holland Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Holland Street to the Westerly right-of-way line of North 23rd Street (LeClaire's Westerly City limit line) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line of North 23rd Street to the point of intersection with the Northerly line, extended Westerly, of Cody Industrial Subdivision;

thence Easterly along the said Northerly line and line extended of Cody Industrial Subdivision to the Easterly line of Cody Industrial Subdivision;

thence Southerly along the said Easterly line of Cody Industrial Subdivision to the Northerly right-of-way line of Holland Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Holland Street to the Easterly right-of-way line of Fifteenth Street as it currently exists or will exist in the future;

thence Southerly along the said Easterly right-of-way line of Fifteenth Street to the Southerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way line of Wisconsin Street to the Westerly line, extended Northerly, of the LeClaire Cemetery Association in said Section 3;

thence Southerly along the said Westerly line and line extended of LeClaire Cemetery Association to the Northerly right-of-way line of Iowa Drive as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line or line extended of Iowa Drive, to the Easterly line of LeClaire Cemetery Association;

thence Northerly along the said Easterly line and Easterly line extended of LeClaire Cemetery Association to the Northerly line of LeClaire's Outlot 35;

thence Easterly along the said Northerly line of LeClaire's Outlot 35 and Outlots 34 and 33 to the Westerly line of Putnam's 2nd Addition;

thence Southerly along the said Westerly line of Putnam's 2nd Addition to the Southerly line of Lot 4 of said Putnam's 2nd Addition;

thence Easterly along the said Southerly line of Lot 4 of Putnam's 2nd Addition to the Easterly right-of-way line of 8th Street as it currently exists or will exist in the future;

thence Southerly along the said Easterly right-of-way line of 8th Street to the Southerly line of LeClaire's Upper Reserve;

thence Easterly 31.8 feet along the said LeClaire's Upper Reserve Southerly line to a point (for purposes of this description the said South line LeClaire's Upper Reserve is assumed to bear North 89°16' East);

thence South 31°56' East 477.1 feet, more or less, to a point on the Southerly right-of-way line of US Highway 67 as it currently exists or will exist in the future;

thence Westerly 161.50 feet along the said Southerly right-of-way line of US Highway 67 to a point;

thence North 31°56' West 374.0 feet to a point;

thence North 158.2 feet, more or less, to, a point on the South line of the Northwest Quarter of Section 2;

thence Westerly along the said South line of the Northwest Quarter to the Westerly line of Riverview Heights Subdivision;

thence Southerly along the said Westerly line of Riverview Heights Subdivision 364.3 feet to a point;

thence South 62°30' West 356.9 feet to a point;

thence South 28°00' East to the meander of the ordinary high water line of the right bank of the Mississippi River in said Section 2;

thence Southwesterly along the said meander of the ordinary high water line of the right bank of the Mississippi River to a point 100.0 feet Westerly, as measured in perpendicular distance, of Carleton Addition's Westerly line extended Southerly;

thence Northwesterly along said line 100.0 feet Westerly of and parallel to Carleton Addition's Westerly line to the Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad as it currently exists or will exist in the future;

thence Southwesterly and Westerly along the said Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad to the Easterly line of Lot 6 in Reading Reserve;

thence Southerly along the said East line of Lot 6 in Reading Reserve to the ordinary high water line of the right bank of the Mississippi River in said Section 10;

thence Westerly along the ordinary high water line of the right bank of the Mississippi River in said Sections 10 and 9 to a point 213.3 feet Westerly, as measured parallel to the Southerly right-of-way line of the Davenport, Rock Island and Northwestern Railroad of the East line of the Northeast Quarter of Section 9;

thence Northerly along said line parallel to the East line of the Northeast Quarter of Section 9 to the Southerly right-of-way of the Davenport, Rock Island and Northwestern Railroad as it currently exists or will exist in the future;

thence Westerly along the said Southerly right-of-way of the Davenport, Rock Island and Northwestern Railroad to the Westerly right-of-way line, extended Southerly, of Woodland Lane (Power's Lane) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line and line extended of Woodland Lane (Power's Lane) to the Northerly line of Woodland Drive (31st Street Drive Southwest) as it currently exists or will exist in the future;

thence Easterly, Southeasterly and Southerly along the said Northerly and Easterly right-of-way line of Woodland Drive (31st Street Southwest) to the Northerly right-of-way of US Highway 67 as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way of US Highway 67 to a point 174 feet Westerly as measured perpendicular to the centerline of said Sycamore Drive (25th Street Southwest) as it currently exists;

thence Northwesterly along a line 174 feet Westerly of, as measured perpendicular to the centerline of Sycamore Drive (25th Street Southwest) to a point 50.0 feet Northerly of, as measured perpendicular to, the South line of the Southeast Quarter of the Southeast Quarter of said Section 4;

thence Easterly along the said line 50.0 feet Northerly and parallel to the South line of the said Southeast Quarter of the Southeast Quarter, of Section 4 to the said Westerly right-of-way of Sycamore Drive (25th Street Southwest) as it currently exists or will exist in the future;

thence Northerly along the said Westerly right-of-way line and line extended of Sycamore Drive (25th Street Southwest) to the said point of beginning.

1992 ADDITION TO URBAN RENEWAL AREA NO. 1

Part of Sections 2 and 35 in Townships 78 and 79 North, Range 5 East of the 5th Principal Meridian, LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line of U.S. Highway 67, (Cody Road), as it currently exists or will exist in the future and the Northerly line of Section 2, thence Northwesterly along the said Westerly right-of-way line of U.S. Highway 67 to point of intersection with the Northerly right-of-way line of Holland Street as it currently exists or will exist in the future to THE POINT OF BEGINNING of the parcel herein described;

thence Westerly along said right-of-way line to the Easterly right-of-way line of North Second Street as it currently exists or will exist in the future;

thence Northerly along said right-of-way line to a point on the Northerly right-of-way line of Walnut Street as it currently exists or will exist in the future;

thence Westerly along said right-of-way line to a point on the Westerly right-of-way line of North Third Street as it now exists or will exist in the future;

thence Southerly along said right-of-way line to a point on the Northerly right-of-way line of Holland Street as it now exists or will exist in the future;

thence Westerly along said right-of-way line to a point of intersection with the Westerly right-of-way line extended Northwesterly of the public alley right-of-way in Block 14 of Davenport & Roger's Addition to the City of LeClaire;

thence Southeasterly along said right-of-way line extended to a point on the Southerly right-of-way line of Benton Street as it now exists or will exist in the future;

thence Northeasterly along said right-of-way line to point of intersection with the Easterly right-of-way line extended of the public alley right-of-way in Block 9 of Davenport & Roger's Addition to the City of LeClaire;

thence Northwesterly along said right-of-way line to its intersection with the Southerly right-of-way line of Holland Street as it now exists or will exist in the future;

thence Easterly along said right-of-way line to its intersection with the Westerly right-of-way line of U. S. Highway 67, (Cody Road), as it now exists or will exist in the future;

thence Northwesterly along said right-of-way line to the point of beginning of the parcel herein described.

1992 ADDITION TO URBAN RENEWAL AREA NO. 2

Part of Section 3 in Township 78 North, Range 5 East of the 5th Principal Meridian LeClaire, Scott County, Iowa, more particularly described as follows:

Beginning at the point of intersection of the Westerly right-of-way line extended Northerly of Sycamore Drive (25th Street Southwest) as it currently exists or will exist in the future and the Northerly right-of-way line of Wisconsin Street as it currently exists or will exist in the future in Section 33;

thence Easterly along the said Northerly right-of-way line of Wisconsin Street to a point of intersection in Section 34 with the Westerly line, extended Northerly, of the LeClaire Cemetery Association;

thence Southerly along the said Westerly line and line extended of LeClaire Cemetery Association to the Northerly right-of-way line of Iowa Drive as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line or line extended of Iowa Drive, to the Easterly line of the LeClaire Cemetery Association;

thence Northerly along the said Easterly line and Easterly line extended of the LeClaire Cemetery Association to a point on the Northerly line of LeClaire's Outlot 35 and the Southwest corner of LeClaire's Outlot 30 as it now exists and the point of beginning of the parcel herein described;

thence continuing Northerly along said line extended to the Northeast corner of LeClaire's Outlot 30 as it now exists;

thence East for a distance of one hundred and eighty-four feet (184') along the Northerly line of LeClaire's Outlot 30 to the Southwest corner of LeClaire's Outlot 27 as it now exists;

thence Northerly for a distance of three hundred and eighty and five-tenths feet, (380.5'), to a point on the Northerly right-of-way line of Davenport Street as it currently exists or will exist in the future;

thence Easterly along the said Northerly right-of-way line of Davenport Street to the Southwest corner of the alley right-of-way in Block 26 of LeClaire's Addition to the City of LeClaire;

thence Southerly along the Westerly lot line of Lot #23 of Multi-Plex Park First Addition to the City of LeClaire;

thence continuing Southerly along the Westerly line of the Replat of Lots 1 Thru 9 of Multi-Plex Park First Addition to the City of LeClaire for a distance of three hundred and fifty-three and seven tenths feet, (353.7'), to the Southwest corner of Lot #11 of the Replat of Lots 1 Thru 9 of Multi-Plex Park Addition to the City of LeClaire;

thence Easterly along the Southerly line of said Replat for a distance of seven hundred and sixty and twenty-eight hundredths feet, (760.28') to a point on the Westerly lot line of Lot #2 of Putnam's 2nd Addition to the City of LeClaire;

thence Southerly along the Westerly line of said addition to the Northerly line of LeClaire's Outlot 33;

thence Westerly along the Northerly line of LeClaire's Outlots 33, 34, and 35 to the point of beginning of the parcel herein described.

2003 ADDITION

Part of the North Half of Section 3, Township 78 N., Range 5 E. of the 5th Principal Meridian, described as follows:

Commencing at the North Quarter Corner of said Section 3, thence South 89 degrees 57 minutes 30 seconds East, 1077.23 feet on the north line of said Section 3 to the west line of 15th Street in the Town of LeClaire; thence South 00 degrees 39 minutes 30 seconds West, 678.48 feet on the west line of LeClaire's Reserve to the POINT OF BEGINNING; thence South 00 degrees 09 minutes 30 seconds East, 1177.52 feet on said west line to the north line of LeClaire's Cemetery ground; thence North 90 degrees 00 minutes 00 seconds West, 520.76 feet to the east line of the west 30.00 feet of the parcel of land described in document number 11313-74; thence South 00 degrees 08 minutes 40 seconds East, 754.81 feet on said line to the north right of way line

of Iowa Drive; thence North 89 degrees 57 minutes 30 seconds West, 60.00 feet on said north line to the west line of the east 30.00 feet of the parcel of land described in document number 00151-98; thence North 00 degrees 08 minutes 40 seconds West, 754.77 feet on said west line; thence North 90 degrees 00 minutes 00 seconds East, 30.00 feet; thence North 00 degrees 08 minutes 40 seconds West, 1180.11 feet; thence South 89 degrees 44 minutes 30 seconds East, 550.07 feet to the point of beginning, containing 15.94 acres, more or less.

The entire site lies within the City of LeClaire, County of Scott and State of Iowa.

2004 ADDITION

Part of the West Half of Section 2, Township 78 North, Range 5 East of the 5th Principal Meridian, described as follows:

Beginning at the northwest corner of Lot 1 in the Bluffs at Bridgeview 6th Addition, thence South 82 degrees 36 minutes 20 seconds East, 1341.68 feet, on the southerly line of said Lot 1 and on the southerly line of Fairwynd Heights Subdivision; thence South 42 degrees 08 minutes 34 seconds West, 398.40 feet on the northwesterly line of Bischoff's Addition; thence South 06 degrees 51 minutes 40 seconds East, 269.11 feet on the westerly line of Bischoff's Addition; thence South 31 degrees 10 minutes 01 seconds East, 63.00 feet on the westerly line of Bischoff's Addition to the northerly right of way line of Cody Road (U.S. Hwy 67); thence South 34 degrees 21 minutes 00 seconds East, 200.56 feet to the southerly right of way line of the I.C. & E.R.R.; thence South 55 degrees 39 minutes 00 seconds West, 163.24 feet on said right of way line; thence North 31 degrees 21 minutes 06 seconds West, 210.27 feet to the northerly right of way line of Cody Road (U.S. Hwy 67); thence North 31 degrees 33 minutes 59 seconds West, 498.86 feet on the westerly line of the parcel in document number 16006-83; thence South 58 degrees 24 minutes 00 seconds West, 486.90 feet on the northerly line of parcel in document number 24241-01; thence South 10 degrees 30 minutes 36 seconds East, 271.77 feet on the westerly boundary line of said parcel; thence South 25 degrees 49 minutes 48 seconds East, 402.64 feet to the southerly right of way line of the D.R.I. & N.W. R.R.; thence South 63 degrees 52 minutes 00 seconds West, 229.74 feet on said right of way line; thence South 64 degrees 24 minutes 00 seconds West, 60.00 feet on said right of way line; thence North 32 degrees 07 minutes 26 seconds West, 530.02 feet; thence North 00 degrees 13 minutes 33 seconds West, 1005.39 feet to the point of beginning, containing 21.65 acres, more or less.

2005 ADDITION

Part of Section 34 and part of Section 35, Township 79 North Range 5 East of the 5th Principal Meridian, described as follows:

Beginning at the southeast corner of Lot 14 in A. LeClaire's Reserve Out Lots, thence North 00 degrees 10 minutes 48 seconds East, 1222.90 feet on the east line of said Lot 14, Lot 11, Lot 6, and Lot 3 in said A. LeClaire's Reserve Out Lots to the south right of way line of Holland Street; thence South 89 degrees 55 minutes 09 seconds West, 1334.03 feet on said right of way line to the east right of way line of 15th Street; thence North 00 degrees 00 minutes 15 seconds East, 78.01 feet to the north right of way line of Holland Street; thence South 89 degrees 59 minutes 26 seconds East, 3414.22 feet on said right of way line to the northerly extension of the Easterly lot lines of Lots 6 through 10, Block 14 in the Davenport & Rodgers Addition to the Town of LeClaire; thence South 10 degrees 01 minutes 36 seconds East, 812.57 feet on said lot lines to the northeast corner of Lot 4 in Block 13 in said Addition and southerly right of way line of Benton Street; thence South 81 degrees 11 minutes 51 seconds West, 200.00 feet on said right of way line to the easterly right of way line of 5th Street; thence South 08 degrees 52 minutes 45 seconds East, 574.31 feet on said right of way line to the north line of the Original Town of LeClaire; thence South 87 degrees 55 minutes 39 seconds East, 83.90 feet on said north line to the east right of way line of 6th Street; thence South 00 degrees 05 minutes 03 seconds West, 240.24 feet to the intersection of the east right of way line of 6th Street and the south right of way line of Ewing Street; thence South 90 degrees 00 minutes 00 seconds West, 720.00 feet on said right of way line to the east right of way line of 8th Street; thence South 00 degrees 00 minutes 02 seconds East, 717.34 feet on said right of way line to the south right of way line of Jones Street; thence South 89 degrees 59 minutes 58 seconds West, 60.00 feet on said right of way line to the west right of way line of 8th Street; thence North 00 degrees 00 minutes 02 seconds West, 1060.34 feet on said right of way line to the northeast corner of Lot 17 in A. LeClaire's Reserve Out Lots; thence South 90 degrees 00 minutes 00 seconds West, 1420.00 feet on the north line of Lot 17 and Lot

18 in said A. LeClaire's Reserve Out Lots to the point of beginning, containing 72.46 acres of land, more or less.

2010 ADDITION

Certain real property in the City of LeClaire, County of Scott, State of Iowa more particularly described as follows:

- 4) All of the right-of-way of N. 23rd Street from its intersection with Territorial Road on north to its intersection with Trent Street on the south; and
- 5) Lot 1 and Lot 2, Block 3, Upper LeClaire Addition to the Town Of LeClaire, Scott County, Iowa, except the West 85 feet thereof as conveyed by Warranty Deed of Record in the Office of the Recorder of Scott County, Iowa, in Book 186, Page 419, of Town Lot Deeds; and
- 6) All of Lot #9 and the E. 36' of the S. 15' of Lot #8 of Block #10 of the Original Town of LeClaire (also recognized as Scott County parcel #850206909104 or 221 S. 2nd Street).

2012 ADDITION

Certain real property situate in the City of LeClaire, County of Scott, State of Iowa, more particularly described as follows:

Lot #2 of the Niko Addition Subdivision, City of LeClaire, Iowa.

A copy of the Amendment is on file for public inspection in the office of the City Clerk, City Hall, City of LeClaire, Iowa.

The City of LeClaire, State of Iowa is the local public agency which, if such Amendment is approved, shall undertake the urban renewal activities described in such Amendment.

The general scope of the urban renewal activities under consideration in the Amendment is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Amendment. To accomplish the objectives of the Amendment, and to encourage the further economic development of the Urban Renewal Area, the Amendment provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A of the Code of Iowa. The City also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The Amendment provides that the City may issue bonds or use available funds for purposes allowed by the Plan, as amended, and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the City. The Amendment initially proposes no specific public infrastructure or site improvements to be undertaken by the City, and provides that the Amendment may be amended from time to time.

The proposed 2018 Amendment would update provisions of the Plan, and identify a new urban renewal project. The proposed Amendment adds no new land. Other provisions of the Plan not affected by the Amendment would remain in full force and effect.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the City Council of the City of LeClaire, State of Iowa, as provided by Section 403.5 of the Code of Iowa.

Section 5. That the proposed 2018 Amendment to the Urban Renewal Plan, attached hereto as Exhibit 1, for the Urban Renewal Area described therein is hereby officially declared to be the proposed 2018 Amendment to the Urban Renewal Plan for the LeClaire Urban Renewal Area No. 1 referred to in the notices for purposes of such consultation and hearing and that a copy of the Amendment shall be placed on file in the office of the City Clerk.

PASSED AND APPROVED this 4th day of September, 2018.



Edwin N. Choate, City Administrator/City Clerk

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_____ RESOLUTION APPROVED

_____ RESOLUTION VETOED

_____ RESOLUTION UNCONTESTED

Ray C. Allen, Mayor

Date

2018 AMENDMENT

to the

**URBAN
RENEWAL PLAN**

for

**LECLAIRE URBAN RENEWAL AREA
NO. 1**

CITY OF LECLAIRE, IOWA

Original Plan Adopted – May 1991
1992 Addition to LeClaire URA #2 – April 1992
1992 Addition to LeClaire URA #1 – July 1992
Amendment No. 2 – May 2003
2004 Addition – May 2004
2004 Amendment (Project Only)– July 2004
2005 Addition – July 2005
2010 Amendment (Project Only) – March 2010
2010 Addition – September 2010
2012 Addition – June 2012
2013 Amendment (Project Only) – February 2013
2013 Amendment (Project Only) – November 2013
2014 Amendment (Project Only) – September 2014
2018 Amendment (Project Only) – October 2018

**2018 Amendment to the Urban Renewal Plan
for
Urban Renewal Area No. 1**

City of LeClaire, Iowa

INTRODUCTION AND HISTORY

The City of LeClaire, Iowa (the “City”) adopted the Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for LeClaire Urban Renewal Area No. 1 on May 20, 1991 with the adoption of Resolution Nos. 91-59 and 91-60. At the same time, the City created LeClaire Urban Renewal Area No. 2, covered by the same Urban Renewal Plan, with the adoption of Resolution Nos. 91-61 and 91-62. In 1992, the City added land to both areas through the 1992 Addition to LeClaire Urban Renewal Area No. 2 (by Resolution Nos. 92-63 and 92-64, approved April 20, 1992) and the 1992 Addition to LeClaire Urban Renewal Area No. 1 (by Resolution Nos. 92-119 and 92-120, approved July 27, 1992).

In 2003, by Resolution No. 03-90, the City adopted and approved an Amendment No. 2 to the Urban Renewal Plan that, among other things, added non-taxable property to the LeClaire Urban Renewal Area No. 2, and consolidated LeClaire Urban Renewal Area No. 1 and LeClaire Urban Renewal Area No. 2 into a single urban renewal area to be known as LeClaire Urban Renewal Area No. 1 (the “Area” or “Urban Renewal Area”). The City has amended the Plan and the Area numerous times to add land to the Area (referred to as Additions) and any corresponding projects in 2004 (by Resolution No. 04-62), 2005 (by Resolution No. 05-142), 2010 (by Resolution No. 10-167), and 2012 (by Resolution No. 12-97), and to identify new urban renewal projects only in 2004 (by Resolution No. 04-96), 2010 (by Resolution No. 10-55), twice in 2013 (by Resolution Nos. 13-19 and 13-207) and most recently in 2014 (by Resolution No. 14-181).

With the adoption of this 2018 Amendment (the “Amendment” or “2018 Amendment”), the Urban Renewal Plan is being further amended to update the Objectives, Activities, and Financial Information, and to identify a new urban renewal project. This Amendment adds no new land to the Area and has no effect on the duration of the Area. Except as modified by this Amendment, the provisions of the Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

AREA DESIGNATION

This Amendment makes no change to the Area’s designation. The Urban Renewal Plan established the Urban Renewal Area as an economic development area appropriate for commercial, industrial, and residential development, and all subsequent amendments have confirmed the Area’s economic development designation.

DESCRIPTION OF AREA AND BASE VALUES

This Amendment does not add property to or remove property from the Area, and it makes no change to the base values applicable to those portions of the Area included in TIF ordinances under Iowa Code section 403.19.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole, outlined in the Comprehensive Plan, adopted in November 2002 and last updated in February 2018. The Urban Renewal Plan, as previously amended, and this Amendment are in conformance with the goals and land use policies identified in the Comprehensive Plan.

The Plan, as amended, does not in any way replace the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in the Plan, as amended, and this Amendment. As the Area continues to develop, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

URBAN RENEWAL OBJECTIVES

The Plan, as previously amended, sets forth primary objectives for development of the Urban Renewal Area. In addition to those objectives, the following are objectives for the development of the Urban Renewal Area:

1. To help develop a sound economic base that will serve as the foundation for future growth and development.
2. To improve recreational, retail, and cultural opportunities.
3. To provide for the installation and/or repair of public infrastructure which contribute to the sound development of the Area in a manner that is efficient from the standpoint of providing municipal services.
4. To stimulate through public action and commitment private investment in new and existing commercial and industrial development.
5. To promote development utilizing any other objectives allowed by Chapter 403 of the *Code of Iowa*.

TYPES OF URBAN RENEWAL ACTIVITIES

The Plan, as previously amended, sets forth examples of activities that the City might undertake for development of the Urban Renewal Area. In addition to those activities, activities the City undertakes in the Area may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction or repair of public infrastructure.
3. To make loans, forgivable loans, grants, tax rebate payments, or other types of economic development grants or incentives to private persons, local development organizations, or businesses for economic development purposes on such terms as may be determined by the City Council.
4. To borrow money and to provide security therefor.
5. To utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa, including, but not limited to, tax increment financing.
6. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City of LeClaire and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of the Urban Renewal Plan, as amended.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Several urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects described in the Plan and previous amendments.

ELIGIBLE URBAN RENEWAL PROJECTS **(2018 Amendment)**

Although certain project activities may occur over a period of years, the eligible urban renewal project under this Amendment includes:

Dana Development, LLC Development Agreement: The City expects to enter into a development agreement with Dana Development, LLC (or a related entity) to provide incentives for the development of a mixed-use commercial building in the Area, which is expected to be constructed in 2018-2019 and result in the creation of jobs in the community. Pursuant to the terms and conditions of the development agreement, the City would provide annual grants in the amount of up to 85% of the tax increment created by the project for up to 6 years, with the total grants not to exceed \$91,000. Each grant payment would be subject to annual appropriation, and

the Developer would be responsible for the costs incurred by the City in preparing and adopting this Amendment and the development agreement. This project summary does not contain all of the terms and conditions to be included in the proposed development agreement.

FINANCIAL INFORMATION

| | | |
|----|---|--------------|
| 1. | July 1, 2018, Constitutional Debt Limit | \$23,074,519 |
| 2. | Current Outstanding General Obligation Debt | \$12,920,374 |
| 3. | Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (2018 Amendment) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (2018 Amendment) as described above to be funded by TIF Funds will be approximately as stated in the next column: | \$ 91,000 |

REPEALER AND SEVERABILITY

Any parts of the Plan as previously amended in conflict with this Amendment are hereby repealed. If any part of this Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of this Amendment or the Plan not determined to be invalid or unconstitutional.

URBAN RENEWAL PLAN AMENDMENTS

The Urban Renewal Plan, as previously amended, may be amended from time to time for a number of reasons including, but not limited to, adding or deleting land, adding or amending urban renewal projects, or modifying objectives or types of renewal activities. The City Council may amend the Plan in accordance with applicable State law.

EFFECTIVE PERIOD

This 2018 Amendment will become effective upon its adoption by the City Council.

Although Chapter 403 of the Code of Iowa does not place a limitation on the duration of an urban renewal plan or area, in Amendment No. 2 to the Urban Renewal Plan, adopted by the City in 2003, the City stated that the Plan would continue until “the year 2031.” This Amendment does not alter that voluntary sunset date for the life of the Plan.

The use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Code of Iowa. The original Urban Renewal Area No. 1, original Urban Renewal Area No. 2, and the 1992 Additions to both were established before January 1, 1995, and are not subject to the statutory limitation on the duration of the division of revenues included in Chapter 403. During the life of the Plan, the use of incremental property tax revenues, or the “division of revenues,” as those words are used in Chapter 403 of the *Code of Iowa*, for those Additions established after 1995 (specifically, the 2004 Addition, the 2005 Addition, the 2010 Addition, and the 2012 Addition) shall continue to the extent consistent with Chapter 403.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the *Code of Iowa*) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

01509831-1\23373-004

Tim:
Please see my answers in **RED** below.
Thanks,
Ed

From: Huey, Timothy [<mailto:Timothy.Huey@scottcountyiowa.com>]
Sent: Wednesday, September 5, 2018 8:03 AM
To: Edwin N. Choate
Subject: RE: LECLAIRE URBAN RENEWAL AREA PLAN AMENDMENT PROPOSAL

Ed:

The City expects to enter into a development agreement with Dana Development, LLC
Can we get a copy of the development agreement? **Please see attached.**

For the development of a mixed-use commercial building in the Area
What is the size and expected assessed value (increment in value) of the building? **The size is approximately 6,000 square feet and the incremental value is expected to be about \$800,000+/-.**

Result in the creation of jobs in the community
What types of uses and businesses does the zoning allow and what type are expected? **The planned uses are retail and food/restaurant/bar establishments (3-4 depending upon final build-out). This project is located in the City's C-2: Central Business District which allows all of these projected uses. The projected uses are consistent with existing District uses and will compliment those existing uses as well.**

Total grants not to exceed \$91,000. The Developer would be responsible for the costs incurred by the City in preparing.
Would the costs to be paid by the developer be paid out of the \$91K max or in addition to the \$91K? **The costs will be paid (reimbursed to the City) IN ADDITION to the \$91,000.**

The City would provide annual grants in the amount of up to 85% of the tax increment created by the project for up to 6 years, with the total grants not to exceed \$91,000.
If at the end of 6 years \$91K has not been generated will it continue to run until \$91K is reached or does it end? **NO. Six (6) years in duration or \$91,000 whichever comes first.**

Any other information you can provide? I assume this is similar to the previous projects approve in **February 2013, November 2013, and ?September 2014?**
Can you refresh my memory and tell me briefly what those three projects were? **February 2013 – Markman Peat Project (the old Mississippi Valley Welcome Center conversion); November 2013 – Municipal Sewerage System Improvements in Urban Renewal Areas; and, September 2014 – CK Marine, LLC Project (boat sales warehouse up by old welcome center and BACK, LLC Project (retail facility on Eagle Ridge Road where “Snap Fitness” is currently located next to McDonald’s)**

Thanks. I'll let you know if I will plan to attend your consultation meeting>

Tim

From: Edwin N. Choate <EChoate@leclaireiowa.gov>
Sent: Wednesday, September 5, 2018 6:13 AM
To: 'Spelhaug Jim' <spelhaugjim@pleasval.k12.ia.us>; 'Clingsmith Mike' <clingsmithm@pleasval.k12.ia.us>; Huey, Timothy <Timothy.Huey@scottcountyowa.com>; Knobbe, Tony <Tony.Knobbe@scottcountyowa.com>; AD Mail Box <Admin@SCOTTCOUNTYIOWA.com>; 'ddoucette@eicc.edu' <ddoucette@eicc.edu>
Subject: LECLAIRE URBAN RENEWAL AREA PLAN AMENDMENT PROPOSAL

Everyone:

Please see the attached notice of consultation meeting and information regarding LeClaire's 2018 proposed Urban Renewal Plan Amendment. (Hard copies are being mailed via USPS.) This proposed amendment facilitates the development of another downtown commercial establishment along Cody Road.

The proposed amendment DOES NOT add any additional land area to the urban renewal area. Please review the proposed amendment materials, specifically pages 4 & 5 for more details on the current project being considered.

Please note that next Friday, September 14th @ 9:00 a.m. in the City Hall conference room has been established as the required pre-amendment consultation meeting with the City.

If anyone has any questions, comments, or need for additional information, please feel free to contact me at any time.

Thank you for your time and consideration of this matter.

Ed Choate

AGREEMENT FOR PRIVATE DEVELOPMENT

By and between

CITY OF LECLAIRE, IOWA

AND

DANA DEVELOPMENT, L.L.C.

_____, 2018

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (hereinafter called "Agreement"), is made on or as of the ____ day of _____, 2018, by and between the CITY OF LECLAIRE, IOWA, a municipality ("City"), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2017, as amended ("Urban Renewal Act"), and DANA DEVELOPMENT, L.L.C., an Iowa limited liability company, having offices for the transaction of business at 5816 Cardinal Road, Bettendorf, Iowa ("Developer").

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the LeClaire Urban Renewal Area No. 1 (the "Urban Renewal Area"), which is described in the Urban Renewal Plan approved for such area by resolution on May 20, 1991, and amended numerous times, most recently by the 2018 Amendment adopted on October 1, 2018 (the "Urban Renewal Plan"); and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been or will be recorded among the land records in the office of the Recorder of Scott County, Iowa; and

WHEREAS, the Developer is the owner of certain real property located in the foregoing Urban Renewal Area and as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the "Development Property"); and

WHEREAS, pursuant to the terms of a settlement agreement by and between the Developer and the City, Edwin Choate, and Robert J. Scannell, dated April 13, 2017 and recorded in the records of the Scott County Recorder as file 2017-00011210, the City and the Developer have preliminarily agreed to certain terms regarding the development of the Development Property and the transfer of a portion of the Development Property from the City to the Developer; and

WHEREAS, Developer is willing to cause certain improvements to be constructed on the Development Property and will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, the City is willing to provide certain incentives in consideration for Developer's obligations pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement for Private Development and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of LeClaire, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2017, as amended.

Commencement Date means the date of this Agreement.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer on the Development Property; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

Dana Development, L.L.C. TIF Account means a separate account within the Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and the Development Property.

Developer means Dana Development, L.L.C., and its permitted successors and assigns.

Development Property means that portion of the LeClaire Urban Renewal Area No. 1 described in Exhibit A.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Employee means an individual employed by Developer in the operation of the commercial enterprises at the Development Property on a part-time or full-time basis.

Event of Default means any of the events described in Section 8.1 of this Agreement.

Expiration Date means the date on which certain obligations under this Agreement cease, as established in Section 10.8(a) of this Agreement.

Minimum Improvements means the construction of a new commercial building as more particularly described in Exhibit B and depicted in Exhibit B-1 to this Agreement, attached hereto and made a part hereof.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Ordinance means the ordinances of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Urban Renewal Tax Increment Revenue Fund.

Project means the construction and operation of the Minimum Improvements on the Development Property and the creation and maintenance of jobs, as described in this Agreement.

State means the State of Iowa.

Substantially Complete or Substantial Completion shall be defined by the City's Zoning and Building Code of Ordinances, as applied by agents of the City.

Tax Increments means the property tax revenues on the Minimum Improvements (building/improvement value only) divided and made available to the City for deposit in the Dana Development, L.L.C. TIF Account of the Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance, measured from the base assessed value of the any existing building/improvements on the Development Property as of January 1, 2018.

Tenant(s) means any commercial enterprise that leases all or a portion of the Minimum Improvements from Developer and employs employees therein.

Termination Date means the date of termination of this Agreement, as established in Section 10.8(b) of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State or local governmental unit (other than the City).

Urban Renewal Area means the area known as the LeClaire Urban Renewal Area No. 1 (as amended).

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded,

refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions or provisions of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Dana Development, L.L.C. is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the governing documents of Developer or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer will cause the Minimum Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. The construction of the Minimum Improvements will require a total investment of not less than \$800,000, and will increase the taxable valuation of the building/improvements on the Development Property by an amount not less than \$250,000.

h. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be completed by December 31, 2018.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of

this Agreement, any City-issued permits, and all local, State, and federal laws, ordinances, and regulations.

Section 3.2. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and substantially completed by: (i) no later than December 31, 2018; or (ii) such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

b. If the Developer fails to meet the completion deadline described in Section 3.2(a), but completes at least 75% of the Minimum Improvements by the deadline (as determined by the City in its sole discretion), then Developer will be allowed 120 days past the deadline to complete the Minimum Improvements and obtain a certificate of occupancy before such failure is considered an Event of Default under this Agreement.

c. Developer shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

Section 3.3. Certificate of Completion. Upon receipt of written notice from Developer of Substantial Completion of the Minimum Improvements, and following the City's issuance of an occupancy permit, if the City finds the Minimum Improvements to have been Substantially Completed in conformance with this Agreement, the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.3, the City shall, within twenty (20) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.3 is solely for the purposes of this Agreement, and shall not constitute approval for any other City purpose shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

ARTICLE IV. FURTHER COVENANTS OF DEVELOPER

Section 4.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the

Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 4.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 4.3. Non-Discrimination. In the course of the Project, Developer shall not discriminate against any applicant, employee, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 4.4. Compliance with Laws. Developer will comply with all state, federal and local laws, rules and regulations relating to the Development Property and the Minimum Improvements.

Section 4.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 4.6. Occupancy/Employment. Developer shall either hire and employ, or lease the Minimum Improvements to Tenant(s) that hire and employ, at least 17 Employees **(12 of which shall be full-time)** at the Minimum Improvements no later than March 1, 2019, and shall retain a Monthly Average of at least 17 **(12 of which shall be full-time)** Employees at the Minimum Improvements until the Expiration Date. "Monthly Average" means the average number of Employees employed at the Minimum Improvements as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in Developer's Annual Certification submitted pursuant to Section 4.7. Developer shall not receive any Economic Development Grant if the Monthly Average of Employees employed by Developer or Tenant(s) at the Minimum Improvements does not meet the requirements of this Section 4.6. If Developer relies on Tenant(s) to satisfy this requirement, then Developer shall cause any Tenant(s) to provide documentation to support and verify the number of Employees employed in the Minimum Improvements, which documentation the Developer shall provide to the City upon request of the City.

Section 4.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date of the first full assessment of the Minimum Improvements, the first full assessed value, and the current assessed value; (iii) certification of the number of Employees at the Minimum Improvements (employed by Developer or Tenant(s)) as of October 1 and as of the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date

of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof, and certificate shall be provided not later than October 15 of each year, commencing October 15, 2019 and continuing through the Expiration Date. The first Annual Certification due October 15, 2019 shall require employment numbers only from March 1, 2019 through October 1, 2019. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit D for form required for Developer's Annual Certification.

Section 4.8. Use of Minimum Improvements. Developer will maintain its operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 4.6, until the Expiration Date of this Agreement.

Section 4.9. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property. In addition, Developer agrees that prior to the Termination Date of this Agreement:

a. It will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. It will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and its Termination Date.

Section 4.10. Insurance Requirements. The Developer agrees during construction of the Minimum Improvements and thereafter until the Termination Date to maintain builder's risk, property damage, liability, and other insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size. Should the Minimum Improvements be damaged in excess of \$100,000 or destroyed by any cause, and in order to begin to receive or continue receiving the Economic Development Grants specified in this Agreement, Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to the pre-damaged condition whether or not the proceeds of insurance received by Developer for such purposes are sufficient. If Developer makes the business decision not to repair, reconstruct, and restore the Minimum Improvements and/or if Developer does not begin the process of repairing, reconstructing, and restoring the Minimum Improvements within 120 days of the event causing the damage, then the City will be relieved of all obligations (including any obligation to make any further Economic Development Grants) to Developer under this Agreement and Developer shall be relieved of all obligations to the City under this Agreement (but Developer shall remain responsible for compliance with all federal, State and local laws, regulations, or ordinances related to the Development Property).

Section 4.11. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b)

the Minimum Improvements shall be constructed and completed in accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

ARTICLE V. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 5.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will not transfer, convey, or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof.

b. Developer acknowledges and agrees that if prior to the Termination Date (i) the Developer ceases to exist, (ii) the Project as contemplated in this Agreement ceases to exist, or (iii) the Developer sells and/or transfers 50% or more of Developer's ownership of the Development Property and/or Minimum Improvements, then the City's obligations under this Agreement, including payment of Economic Development Grants, shall immediately cease and such occurrence shall be considered an Event of Default. If such Event of Default occurs, then the City shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VI hereof, with interest thereon at the highest rate permitted by State law, which repayment shall be made within six months of notice to the Developer of the Event of Default. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 5.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. Until the Termination Date of this Agreement, the Developer agrees that the Development Property cannot be or used for a purpose that would exempt the Development Property or Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VI. ECONOMIC DEVELOPMENT GRANTS

Section 6.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to six (6) consecutive annual payments of Economic Development Grants to Developer up to a total amount not to exceed Ninety-one Thousand Dollars (\$91,000) under the following schedule and formula:

Assuming the completion of the Minimum Improvements by December 31, 2018 and full assessment of the Minimum Improvements on January 1, 2019, Developer's timely submission of the Annual Certification and the City's approval thereof, and debt certification by the City to the Auditor prior to December 1, 2019, the Economic Development Grants shall commence on June 1, 2021 and end on June 1, 2026 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

| <u>Date</u> | <u>Amount of Economic Development Grants</u> |
|--------------|---|
| June 1, 2021 | 85% of Tax Increments for Fiscal Year 2020-2021 |
| June 1, 2022 | 85% of Tax Increments for Fiscal Year 2021-2022 |
| June 1, 2023 | 85% of Tax Increments for Fiscal Year 2022-2023 |
| June 1, 2024 | 85% of Tax Increments for Fiscal Year 2023-2024 |
| June 1, 2025 | 85% of Tax Increments for Fiscal Year 2024-2025 |
| June 1, 2026 | 85% of Tax Increments for Fiscal Year 2025-2026 |

Each annual payment shall be equal in amount to the above percentages of the Tax Increments, collected by the City with respect to the Minimum Improvements (building/improvement value only) under the terms of the Ordinance and deposited into the Dana Development, L.L.C. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants"). Tax Increment does not include: (a) taxes derived from land valuation; (b) taxes derived from the assessed value of any existing building/improvements on the Development Property as of January 1, 2018; and (c) any previously recognized increment.

Section 6.2. Payment Schedule. The schedule of the payments for Economic Development Grants set forth in Section 6.1 is based on the completion of the Minimum Improvements by December 31, 2018 and the first full assessment of the Minimum Improvements being January 1, 2019. If the terms of Section 3.2(b) of this Agreement are triggered (i.e., the Minimum Improvements are not completed by December 31, 2018, but are 75% complete as determined by the City) and the Developer completes the Minimum Improvements in the 120-day extension period provided for in Section 3.2(b), then the schedule of the payments for the Economic Development Grants will be delayed one year, meaning that the Developer's first Economic Development Grant would be June 1, 2022. However, in no event shall the schedule of Economic Development Grants be delayed more than one year or be delayed for any reason other than the triggering of Section 3.2(b).

Section 6.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed the aggregate amount of Ninety-one Thousand Dollars (\$91,000) over six (6) years. The City makes no assurance that the Developer will receive Economic Development Grants which reach the six-year aggregate maximum of \$91,000 under the applicable formula.

Section 6.4. Limitations.

a. The Economic Development Grants are only for the Minimum Improvements described in this Agreement (building/improvement increase value only).

b. By signing this Agreement, Developer hereby acknowledges and agrees that the Economic Development Grants contemplated herein are the only form of TIF assistance that shall be made by the City in connection with the Development Property, the Minimum Improvements, or this Project, and that the Development Property, the Minimum Improvements, and this Project shall thereafter be ineligible to receive any TIF assistance under the City's policies.

Section 6.5. Conditions Precedent. Notwithstanding the provisions of Section 6.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon compliance with all of the terms of this Agreement by Developer at the time of payment, and:

a. A total investment by Developer in the Project of at least \$800,000.

b. The Minimum Improvements must result in an increase to the assessed taxable value (as determined by the Scott County Assessor's office) for the building/improvements on the Development Property (without regard to any assessed value attributed to the land itself) by at least \$250,000 as measured from the assessed taxable value of the building/improvements on the Development Property as of January 1, 2018.

In the event that an Event of Default occurs or any certification filed by Developer under Section 4.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Under no circumstances shall the failure by Developer to qualify Developer for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 6.1 and 6.3.

Section 6.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by the Tax Increments on the Minimum Improvements (building/improvements value only) deposited and held in the Dana Development, L.L.C. TIF Account of the Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance with respect to the Development Property in force during the term hereof to the extent allowed by controlling law and to apply the appropriate percentage of Tax Increments collected in respect of the Minimum Improvements and Development Property to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial

property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 6.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if, at any time during the term hereof:

i. The City receives an opinion from its city attorney, bond counsel, other legal counsel, or a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under Section 6.1, is not possible, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof; or

ii. The City does not receive Tax Increment resulting from the Minimum Improvements to fund an Economic Development Grant to Developer as contemplated under Section 6.1; or

iii. The City receives an opinion from its city attorney, bond counsel, other legal counsel, or a court of competent jurisdiction to the effect that the Urban Renewal Area or Urban Renewal Plan is no longer authorized, valid, and/or in existence under the Urban Renewal Act or other applicable provisions of the Code, as then constituted, or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof; or

iv. The City fails to appropriate Tax Increment funds for payment of the Economic Development Grants.

Upon occurrence of any of the above events, the City shall promptly forward notice of the same to Developer. If the circumstances or legal constraints giving rise to the decision continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 6.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

ARTICLE VII. INDEMNIFICATION

Section 7.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article VII, the “Indemnified Parties”) from, covenant and agree that the Indemnified Parties shall not be liable for, and agree to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce their rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or their officers, agents, servants or employees or any other person who may be about the Minimum Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. The provisions of this Article VII shall survive the termination of this Agreement.

ARTICLE VIII. REMEDIES

Section 8.1. Events of Default Defined. In addition to the events described in Section 5.1(b), the following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events prior to the Termination Date of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

b. Transfer of Developer’s interest in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;

c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;

d. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

f. Developer:

i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. makes an assignment for the benefit of its creditors; or

iii. admits in writing its inability to pay its debts generally as they become due; or

iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to or related to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 8.2. Remedies on Default. Whenever any Event of Default referred to in Section 8.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer of the Event of Default (notice and a period to cure is not required for defaults under Section 8.1(e-g)), but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer, as the case may be, under this Agreement; or

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default and shall be entitled to recover from the Developer, and the Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grants previously made to Developer under Article VI hereof, with interest thereon at the highest rate permitted by State law which repayment shall be made within six months of notice to the Developer of the Event of Default. The City may take any action, including any legal action it deems necessary, to recover such amount from Developer.

Section 8.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 8.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 8.5. Agreement to Pay Attorneys' Fees and Expenses.

a. Within 30 days of the execution of this Agreement, Developer shall reimburse the City for the total costs of any and all legal fees and administrative costs incurred by the City in connection with the drafting, negotiation, and authorization of this Agreement, as well as attorneys' and other costs incurred by the City in connection with the drafting and adoption of the related amendment to the Urban Renewal Plan; and

b. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE IX. SETTLEMENT AGREEMENTS

Section 9.1. Satisfaction of City's Obligations in Settlement Agreements. The Developer hereby acknowledges and agrees that by executing and complying with the terms of this Agreement the City will have satisfied its obligations under the settlement agreement by and between the Developer and the City dated July 5, 2010 ("2010 Settlement Agreement"), as amended by paragraph 6 of the settlement agreement by and between the Developer and the City, Edwin Choate, and Robert J. Scannell dated April 13, 2017 and recorded in the records of the Scott County Recorder as file 2017-00011210

("2017 Settlement Agreement"). The City shall be deemed to have satisfied its obligations under the 2010 Settlement Agreement and paragraph 6 of the 2017 Settlement Agreement regardless of whether Developer actually receives Economic Development Grants totaling \$20,823.00 under this Agreement, so long as the City acts in compliance with the terms of this Agreement.

Section 9.2. Transfer of Deed to Development Property. The Developer and City hereby acknowledge and agree that if Developer timely completes the construction of the Minimum Improvements consistent with the terms and conditions of this Agreement, and Developer receives a Certificate of Completion from the City under Section 3.3, then Developer shall have satisfied the conditions of paragraph 5 of the 2017 Settlement Agreement and the Meloy Law Office shall record the warranty deed granting Developer the Reynolds Street Right of Way (as defined in the 2017 Settlement Agreement). If, however, Developer fails to timely complete the construction of the Minimum Improvements consistent with the terms and conditions of this Agreement and/or does not obtain a Certificate of Completion from the City under Section 3.3, then pursuant to paragraph 5 of the 2017 Settlement Agreement the Meloy Office shall record the quit claim deed releasing Developer's rights to the Reynolds Street Right of Way.

ARTICLE X. MISCELLANEOUS

Section 10.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 10.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to Dana Development, L.L.C., at 5816 Cardinal Road, Bettendorf, Iowa, 52722, Attn: Jeff McAfoos, Principal;
- b. In the case of the City, is addressed to or delivered personally to the City at 325 Wisconsin Street, LeClaire, IA 52753, Attn: Edwin Choate, City Administrator;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 10.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 10.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 10.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 10.8. Expiration Date and Termination Date.

a. Those obligations in this Agreement which continue until the “Expiration Date” shall cease and be of no further force or effect on and after December 31, 2027 (the “Expiration Date”).

b. This Agreement as a whole shall terminate and be of no further force or effect on and after December 31, 2032, unless terminated earlier under the provisions of this Agreement.

Section 10.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit E, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The Developer shall reimburse the City for all costs of recording.

Section 10.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Administrator, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF LECLAIRE, IOWA

By: _____
Ray Allen, Mayor

ATTEST:

By: _____
Edwin N. Choate, City Administrator

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

On this _____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared Ray Allen and Edwin N. Choate, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of LeClaire, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of LeClaire]

DANA DEVELOPMENT, L.L.C.

By: _____
Jeff McAfoos, Principal

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

On this _____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff McAfoos, to me personally known, who, being by me duly sworn, did say that he is the Principal of Dana Development, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jeff McAfoos as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – Dana Development, L.L.C.]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

Lot 1 of Dana Block Addition to the City of LeClaire, Iowa.

Scott County Parcel # 9535549101

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the construction of a new approximately 6,000 square foot commercial building on the Development Property. The building will be used for multi-purpose commercial space within LeClaire, which will allow for the creation of additional jobs. The construction of the Minimum Improvements will be completed in 2018. Construction costs are expected to be approximately \$800,000. The Minimum Improvements shall be substantially in conformance with the site plans attached hereto as Exhibit B-1.

The taxable assessed value after construction of the Minimum Improvements for the purpose of this Agreement is expected to be approximately \$770,000, but the Scott County Assessor will make the final determination as to the value.

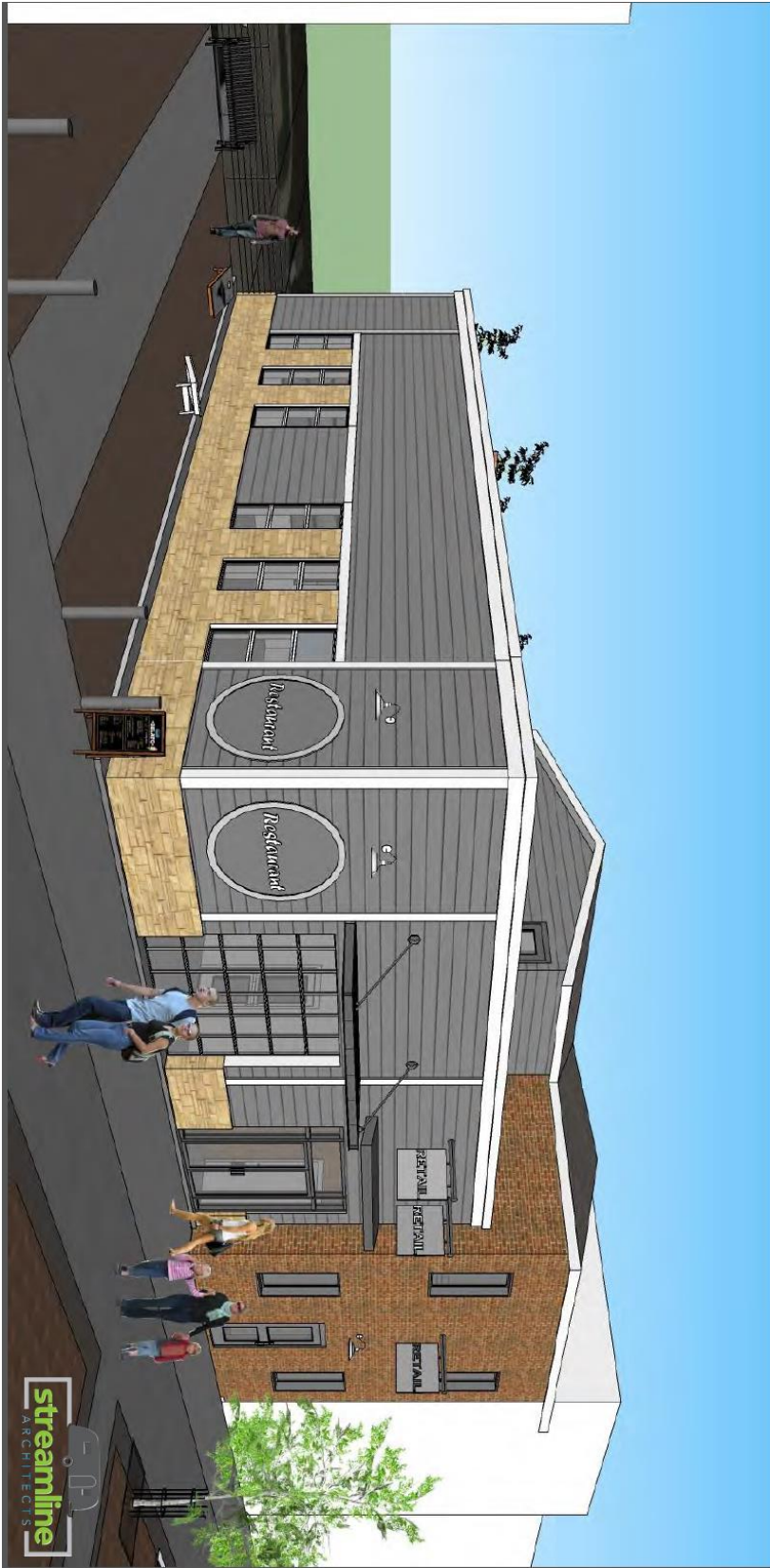


EXHIBIT C
CERTIFICATE OF COMPLETION

WHEREAS, the City of LeClaire, Iowa, (the “City”) and Dana Development, L.L.C., an Iowa limited liability company (“Developer”), did on or about the ____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Lot 1 of Dana Block Addition to the City of LeClaire, Iowa.

Scott County Parcel # 9535549101

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Scott County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of page intentionally left blank; signature page follows]

(SEAL)

CITY OF LECLAIRE, IOWA

By: _____
Ray Allen, Mayor

ATTEST:

By: _____
Edwin N. Choate, City Administrator

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

On this _____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared Ray Allen and Edwin N. Choate, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of LeClaire, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Certificate of Completion – City of LeClaire]

EXHIBIT D
DEVELOPER ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 4.7 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property then owned by the Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements (building only) were first fully assessed on January 1, 20__, at a full assessment value of \$_____, and are currently assessed at \$_____;

(iii) The number of Employees employed at the Minimum Improvements as of October 1, 20__ and as of the first day of each of the preceding eleven (11) months were are follows:

| | | | |
|--------------------|-------|-------------------|-------|
| October 1, 20__: | _____ | April 1, 20__: | _____ |
| September 1, 20__: | _____ | March 1, 20__: | _____ |
| August 1, 20__: | _____ | February 1, 20__: | _____ |
| July 1, 20__: | _____ | January 1, 20__: | _____ |
| June 1, 20__: | _____ | December 1, 20__: | _____ |
| May 1, 20__: | _____ | November 1, 20__: | _____ |

(iv) The undersigned officers of Developer have re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

Signed this _____ day of _____, 20__.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

DANA DEVELOPMENT, L.L.C.

By: _____

Its Authorized Representative

Attachments: Proof of payment of taxes

EXHIBIT E
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of LeClaire, Iowa (the “City”) and Dana Development, L.L.C., an Iowa limited liability company (“Developer”), did on or about the ____ day of _____, 2018, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Urban Renewal Plan (the “Plan”), to develop certain real property located within the City and within the LeClaire Urban Renewal Area No. 1.

The Development Property is described as follows:

Lot 1 of Dana Block Addition to the City of LeClaire, Iowa.

Scott County Parcel # 9535549101

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2018 and terminates on December 31, 2026, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.
2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.
3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Administrator, LeClaire, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the ____ day of _____, 2018.

(SEAL)

CITY OF LECLAIRE, IOWA

By: _____
Ray Allen, Mayor

ATTEST:

By: _____
Edwin N. Choate, City Administrator

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

On this _____ day of _____, 2018, before me a Notary Public in and for said State, personally appeared Ray Allen and Edwin N. Choate, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of LeClaire, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement– City of LeClaire]

DANA DEVELOPMENT, L.L.C.

By: _____
Jeff McAfoos, Principal

STATE OF IOWA)
) SS
COUNTY OF SCOTT)

On this _____ day of _____, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Jeff McAfoos, to me personally known, who, being by me duly sworn, did say that he is the Principal of Dana Development, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said Jeff McAfoos as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement– Dana Development, L.L.C.]

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BOARD OF SUPERVISORS

600 West Fourth Street
Davenport, Iowa 52801-1030

Office: (563) 326-8749

E-Mail: board@scottcountyiowa.com



TONY KNOBBE, Chairman
KEN BECK, Vice-Chair
CAROL EARNHARDT
DIANE HOLST
BRINSON L. KINZER

September 20, 2018

Mayor Robert Scannell

LeClaire City Council Members

LeClaire City Hall

425 North Third Street

LeClaire, IA 52753

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT

RE: **City of LeClaire's proposal to amend Urban Renewal Area #1 Plan to allow the use of Tax Increment Financing for tax incentive rebates for a retail commercial development project.**

Dear Mayor Scannell and Council Members:

Thank you for the opportunity to comment on the proposed amendment of the Urban Renewal Area #1 in the City of LeClaire. The Scott County Board of Supervisors has reviewed the information provided by your City Administrator, Ed Choate.

The Scott County Board of Supervisors has previously expressed, and continues to have concerns, with the equity and wisdom of providing TIF incentives as a rebate to expanding or new retail businesses that are in competition with other similar businesses in LeClaire and Scott County. It would appear that the proposed TIF rebates included in the development agreement are not being used to level the playing field due to some extraordinary re-development cost but rather as an incentive for building that will be used for commercial/retail businesses. While the Board has supported TIF incentives for the creation of primary, industrial jobs, it has not supported the use of TIF where the job creation was secondary jobs in the retail or service sectors.

One year ago the Board adopted specific principles under which it would review TIF plans for which we were given the opportunity to comment. Those principles included that Scott County would support the judicious use of tax increment financing when it is used as an economic development incentive to encourage the retention and creation of primary economic sector jobs. The Board would also support it if the businesses significantly improved the base economy of the entire County. On the other hand, Scott County would oppose the use of tax increment financing that was given as an economic development incentive that resulted in an unfair tax advantage to businesses that compete with existing local businesses or that only provide secondary market, retail, or service sector jobs.

Sincerely,

Tony Knobbe, Chairman
Scott County Board of Supervisors

cc: Scott County Board of Supervisors
Jim Spelhaug, Pleasant Valley School District Superintendent
Ed Choate, LeClaire City Administrator
Mahesh Sharma, Scott County Administrator

Facility and Support Services

600 West 4th Street

Davenport, Iowa 52801-1003

fss @ scottcountyjowa.com

(563) 326-8738 Voice (563) 328-3245 Fax



September 4, 2018

To: Mahesh Sharma
County Administrator

From: Tammy Speidel, FMP
Director, Facility and Support Services

Subj: Bids for Sheriff's Office Sex Offender Registry Office

In the last capital budget cycle, the Sheriff's Office requested that the lower level Sheriff's office be remodeled to repurpose space, establishing a dedicated Sex Offender Registry Office.

FSS has been working to try and obtain bids since early May in anticipation of the funds becoming available July 1, 2018.

The following quotes have been received:

| CONTRACTOR | BID |
|------------------------|-------------|
| Iossi Construction Inc | \$19,500.00 |
| Precision Builders | \$18,468.00 |

In addition to construction costs, there will be some expense to remove existing furniture and install the new office layout, we estimate this to be less than \$1,000.00.

This project was budgeted in the FY19 CIP plan in the amount of \$20,000.00.

I recommend that the Board approve Precision Builder's bid and award them the contract for this project.

I plan to be in attendance at the next Board of Supervisors meeting to discuss any questions you or the Board may have.

Cc: Sheriff Lane
Lt. Cribb
FSS Management Team

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

A RESOLUTION APPROVING THE BID AND AWARDING THE CONTRACT FOR THE
SHERIFF'S OFFICE SEX OFFENDER REGISTRY OFFICE CONSTRUCTION TO
PRECISION BUILDERS IN THE TOTAL AMOUNT OF \$18,468.00.

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the bid for the Sheriff's Office Sex Offender Registry Office construction project is accepted and the contract is awarded to Precision Builders in the amount of \$18,468.00.
- Section 2. That the Director of Facility & Support Services is hereby authorized to execute contract documents on behalf of the Scott County Board of Supervisors.
- Section 3. This resolution shall take effect immediately.



Scott County Health Department

600 W. 4th Street | Davenport, IA 52801-1030 | P. 563-326-8618 | F. 563-326-8774
health@scottcountyiowa.com | www.scottcountyiowa.com/health

September 6, 2018

To: Mahesh Sharma, County Administrator
From: Edward Rivers, Director

RE: FY19 County Agreement with the Center for Alcohol & Drug Services, Inc. for Prevention Services

The County Agreement with the Center for Alcohol & Drug Services, Inc. (CADS) that was brought to the Board of Supervisors for signature in June 2018 did not include the dollars that the Board provides to CADS for Prevention Services. At that time, the County Substance Abuse Prevention Contract from the Iowa Department of Public Health had not been received.

Since that time, the Contract has been received and signed, and a subcontract with CADS has been developed and approved by the Iowa Department of Public Health, as required by the Contract. This Contract includes the \$30,000 of County Dollars that leverage the \$10,000 from the Iowa Department of Public Health.

I would ask that the Subcontract be placed on the September 18, 2018 Committee of the Whole Agenda for review and discussion.

BOARD OF SUPERVISORS

Administrative Center
600 West 4th Street
Davenport, Iowa 52801
Office: 563-326-8749
Fax: 563-328-3285
E-mail: board@scottcountyiowa.com
www.scottcountyiowa.com



CONTRACT #: 64048-38A-CADS19

PROJECT TITLE: County Substance Abuse Prevention Services

PROJECT PERIOD: July 1, 2018 through June 30, 2019

CONTRACT AMOUNT: \$40,000

CONTRACT PERIOD: July 1, 2018 through June 30, 2019

FUNDING SOURCE:

COUNTY: \$30,000.00
STATE: \$10,000.00

CONTRACT ADMINISTRATOR INFORMATION:

NAME/TITLE: Dennis Duke, President
PHONE: 563-322-2667
FAX: 563-336-8826
E-MAIL: dennis.duke@unitypoint.org

CONTRACTOR: Center for Alcohol & Drug Services, Inc.
1523 S. Fairmount
Davenport, IA 52802

The Contractor agrees to perform the work and to provide the services described in the Special Conditions for the consideration stated herein and all other contract provisions for the County Substance Abuse Prevention funding. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, Iowa Department of Public Health General Conditions, Iowa Department of Public Health Request for Proposal and Scott County's Application.

The Contractor has reviewed and agrees to the General Conditions effective July 1, 2016 as posted on the Iowa Department of Public Health's Web site under *Funding Opportunities*: www.idph.state.ia.us or as available by contacting Teri Arnold at (563) 326-8618 ext. 8809. The contractor specifies no changes have been made to the Special Conditions or Iowa Department of Public Health General Conditions.

The parties hereto have executed this contract on the day and year last specified below.

For and on behalf of the County:

By: _____

Tony Knobbe, Chair
Scott County Board of Supervisors

Date: _____

For and on behalf of the Contractor:

By: _____

Dennis Duke, President
Center for Alcohol & Drug Services, Inc.

Date: _____

Special Conditions for Contract # 64048-38A-CADS19

Article I- Identification of Parties:

This contract is entered into by and between the Scott County Board of Supervisors hereinafter referred to as the COUNTY and the Center for Alcohol & Drug Services, Inc. hereinafter referred to as the CONTRACTOR. The CONTRACTOR is a licensed and accredited substance abuse agency located in Scott, County, Iowa. The Iowa Department of Public Health is referred to as the STATE.

Article II - Designation of Authorized County Official:

Tony Knobbe, Chairman of the Scott County Board of Supervisors, is the Authorized County Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized County Official. Negotiations concerning this contract should be referred to Edward Rivers at (563) 326-8618.

Article III - Designation of Contract Administrator:

Dennis Duke has been designated by the CONTRACTOR to act as the Contract Administrator. This individual is responsible for financial and administrative matters of this contract. Negotiations concerning this contract should be referred to Dennis Duke at (563) 322-2667.

Article IV-Key Personnel for Project Implementation

The following individual(s) shall be considered key personnel for purposes of fulfilling work and services of this contract:

County Personnel

| Name | Title | E-mail address |
|---------------|--|--|
| Tony Knobbe | Chairman | board@scottcountyiowa.com |
| Edward Rivers | Health Director | health@scottcountyiowa.com |
| Amy Thoreson | Deputy Health Director | amy.thoreson@scottcountyiowa.com |
| Teri Arnold | Administrative Office Assistant/Fiscal Officer | teri.arnold@scottcountyiowa.com |

Contractor Personnel

| Name | Title | E-mail address |
|-----------------|----------------------------------|--|
| Dennis Duke | President | dennis.duke@unitypoint.org |
| Janet Rector | Director of Quality Services | janet.rector@unitypoint.org |
| Jill Westhoff | Director of Financial Operations | jill.westhoff@unitypoint.org |
| Melissa Lenhard | Grants & Contracts Specialist | mindy.lenhard@unitypoint.org |

The Contractor shall notify the COUNTY within ten (10) days of any change of Contract Administrator or Key Personnel.

Article V - Statement of Contract Purpose:

To provide substance abuse prevention services in Scott County not currently being funded by any other state or federal funds.

Article VI - Description of Work and Services:

In compliance with the COUNTY and STATE approved work/action plan for FY2019 (Attachment 1), the CONTRACTOR shall provide substance abuse prevention and related services that are not currently funded by any other state or federal funds and that will include only:

- Substance Abuse Education Services;
- Substance Abuse Prevention Services;
- Substance Abuse Referral Services; and/or
- Substance Abuse Post-treatment Services.

NOTE: These funds may not be used for out-of-state travel, out-of-state speakers, promotional items, t-shirts, banners, incentives, subscriptions, dues or certification costs. No meals for project participants other than light refreshments such as non-alcoholic beverages, vegetables, crackers/chips, etc.

Article VII – Performance Measure

CONTRACTOR shall meet the FY2019 work plan goals and objectives as submitted and approved by the COUNTY and STATE.

A disincentive totaling five percent (5%) of the state contractual amount shall be withheld from the second quarterly claim (due February 8, 2019). The monies will be released upon confirmation by Iowa Department of Public Health Staff that the goals and objectives were met as submitted in the final report (due July 26, 2019).

Article VIII - Reports:

The CONTRACTOR shall prepare and submit the following reports to the COUNTY on forms provided by the COUNTY:

| Report | Date Due |
|--------------------------------|---|
| Semi-Annual Progress Report | January 24, 2019 |
| Quarterly Expenditure Workbook | July-September 2018 expenses due November 6, 2018 October-December 2018 expenses due February 8, 2019 January-March 2019 expenses due May 8, 2019 April-June 2018 (Final) expenses due July 26, 2019 |
| Year End Report | July 26, 2019 |

* All reports should be signed by key personnel using non-black ink.

Reports shall be sent to:

Scott County Health Department
600 West 4th Street
Davenport, Iowa 52801-1030
E-mail: health@scottcountyiowa.com

Article IX - Budget:

| Category | STATE Budget | COUNTY Budget |
|-----------------|---------------------|----------------------|
| Salary/Benefits | \$10,000.00 | \$30,000.00 |

The CONTRACTOR shall receive written approval from the COUNTY prior to spending the final three (3) percent of total funds awarded.

Article X - Payments:

1. Submission of Claims for contract period:
The CONTRACTOR shall complete and submit a claim for services rendered in accordance with this Contract. The Invoice/Claim shall be submitted quarterly to the COUNTY according to the timelines identified and within 35 days of the 3-months expenditures.

The COUNTY and STATE shall verify the CONTRACTOR's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The STATE may elect not to pay claims that are considered untimely.

2. End of State Fiscal Year Claim Submission: Notwithstanding the timeframes above and absent:
 - a. Longer timeframes established in federal law, or
 - b. The express written consent of the STATE,

the CONTRACTOR shall submit all claims to COUNTY by July 26, 2019 for all service performed in the preceding STATE and COUNTY fiscal year (ends June 30).

The STATE will not automatically pay end of fiscal year claims that are considered untimely. If the CONTRACTOR seeks payment for end of state fiscal year claim(s) submitted after July 26th, the CONTRACTOR may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted to COUNTY. COUNTY will submit the request to STATE. STATE may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted by COUNTY to STATE Appeal Board in accordance with instructions for consideration.

3. The COUNTY and STATE shall pay all approved invoices/claims in arrears. The COUNTY and STATE may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The COUNTY and STATE provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The COUNTY and STATE will not reimburse travel amounts in excess of limits established by Iowa Department of Administrative Services.

- a. Instate maximum allowable amounts for food are \$8.00/breakfast, \$12.00/lunch, and \$23.00/dinner; lodging maximum \$98.00 plus taxes per night and mileage maximum of \$.39 per mile.
6. The COUNTY and STATE will reimburse the CONTRACTOR for expenditures at a rate not to exceed the percentage that the contract amount represents the total budget (excluding soft match).
7. Final payment may be withheld until all contractually required reports have been received and accepted by the STATE. At the end of the contract period, unobligated contract amount funds shall revert to the COUNTY and STATE.
8. Warrants (payments) for services provided under this contract will be made payable to the CONTRACTOR and mailed to the CONTRACTOR at the CONTRACTOR Legal Address as listed on the contract face page.

Article XI – Additional Conditions

1. As a condition of the contract, the CONTRACTOR shall assure linkage with the local board of health. The CONTRACTOR will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
2. Federal and State funds made available under this contract shall be used to supplement and increase the level of state, local and other non-federal funds that would in the absence of such Federal and State funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local and other non-federal funds.
3. The disbursement of funds under this contract is contingent upon the continued availability of COUNTY and STATE funds.
4. Any use of the STATE'S name, logo, or other identifier must have prior written approval from the STATE.
5. All work plan revisions must be approved by the COUNTY prior to implementation. Requests for Description of Work or Services revisions must be received by the COUNTY on or before April 22, 2019.
6. CONTRACTOR shall allow COUNTY, STATE, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the CONTRACTOR pertinent to this contract.
7. The parties to this agreement shall attempt to mediate disputes which arise under this agreement by engaging in mediation with a mutually-agreed upon mediator. Each party shall bear 50% of the costs of such mediation. In the event the parties are unable to reach agreement, the parties shall submit their dispute to binding arbitration by a board of arbitration as provided for in Iowa Code section 679A.19.
8. Scott County shall be named as an additional insured under the comprehensive liability policy maintained by CADS and providing minimum coverage of \$1 million. A copy of the certificate of

insurance shall be on file in the Office of the County Administrator.

9. CADS shall hold harmless from and indemnify Scott County against all claims, suits, actions, costs, attorney fees, expenses, damages, judgments, or decrees, incurred by any reason of any person or persons or property being damaged or injured by CADS or any agent or employee of CADS.
10. CADS shall comply with all applicable laws and regulations pertaining to its operation, and shall not discriminate in providing services on the basis of race, color, creed, national origin, sex, handicapping conditions or religious affiliation.
11. None of the funds provided through this Contract shall be used for any partisan political activity nor shall they be used to further the election of any candidate for political office.

FY2019 Work Plan

Goal 1: To increase perception of harm related to use and misuse of alcohol. Baseline measure: 75% of all grades perceived moderate to great risk, Iowa Youth Survey 2016, C9.

| Objective 1 | Activities |
|---|---|
| By June 30, 2019, conduct presentations to a minimum of 250 parents or school personnel with 75% of 250 participants increasing or maintaining their perception of harm related to use and misuse of alcohol. | <ul style="list-style-type: none"> a. Present at school meetings, where parents are present, to provide information on alcohol issues. b. Through school events (school registration, conferences, sporting events, or open house), staff will inform the public on science-based or community-based prevention programs. |
| Objective 2 | Activities |
| By June 30, 2019, conduct presentations to a minimum of 300 community members with 75% of 300 participants increasing or maintaining their perception of harm related to use and misuse of alcohol. | <ul style="list-style-type: none"> a. Participate in community health fairs, as requested, for local employers, agencies and businesses to provide information on alcohol issues. b. Conduct one-time presentations to community groups such as city councils, board of health, county planning councils, business associations, and service clubs about substance abuse and the potential risk and consequences. c. Through community meetings, staff will inform the public on science-based or community-based prevention programs. |

Goal 2: To reduce 30 day use of marijuana. Baseline measure 6% of Scott County students in grades 6,8 and 11 report marijuana use in the past 30 days, Iowa Youth Survey 2016, B41

| Objective 3 | Activities |
|---|--|
| Conduct the curriculum Aggression Replacement Training-ART to high risk and indicated populations. By June 30, 2019, 75% of 50 participants surveyed on pre-post tests will have increased or maintained their perception of harm related to marijuana use. | <ul style="list-style-type: none"> a. Meet with youth at an intermediate or high school in Scott County to conduct the model program, Aggression Replacement Training-ART. b. Conduct pre/post tests at the end of each 10 week cycle. |
| Objective 4 | Activities |
| Conduct skill building sessions with youth at high risk and indicated populations. By June 30, 2018, 75% of 100 participants surveyed on pre-post tests will have increased or maintained their perception of harm related to marijuana use. | <ul style="list-style-type: none"> a. Co-facilitate at least 10 skill-building sessions regarding prevention of high risk behaviors and marijuana use with representatives of other community agencies such as but not limited to Scott County Juvenile Court Services and Family Resources Youth Alternative Program. b. Meet bi-weekly with indicated population within Scott County criminal justice system to facilitate skill building sessions and educate on harm related to marijuana use. |

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

APPROVAL OF FY2019 CONTRACTUAL AGREEMENT BETWEEN THE CENTER FOR ALCOHOL & DRUG SERVICES, INC. (CADS) AND SCOTT COUNTY

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the FY2019 Contractual Agreement between the Center for Alcohol & Drug Services, Inc. (CADS) and Scott County for reimbursement for prevention services on a monthly basis to include a detailed accounting of actual expenses is hereby approved in the amount of \$40,000.
- Section 2. That the chairman is hereby authorized to sign said agreement.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

September 10, 2018

To: Mahesh Sharma

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have the property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Daniel Aromando
1955 Tanglefoot Lane
Bettendorf, IA 52722

Suspend: The 2017 property taxes, due in September 2018 and March 2019 in the amount of \$2,158.00.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS
RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD
OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

SEPTEMBER 20, 2018

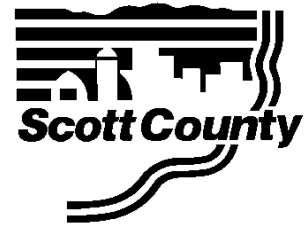
**SUSPENDING THE 2017 PROPERTY TAXES, DUE IN SEPTEMBER 2018 AND MARCH 2019 FOR
DANIEL AROMANDO, 1955 TANGLEFOOT LANE, BETTENDORF, IOWA IN THE AMOUNT OF
\$2,158.00.**

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. The 2017 property taxes, due in September 2018 and March 2019 for Daniel Aromando, 1955 Tanglefoot Lane, Bettendorf, Iowa in the amount of \$2,158.00 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

September 10, 2018

To: Mahesh Sharma

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Loretta Buchheit
704 Hartz Court
LeClaire, IA 52753

Suspend: The 2017 property taxes due September 2018 and March 2019 in the amount of \$4,454.00.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS
RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD
OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

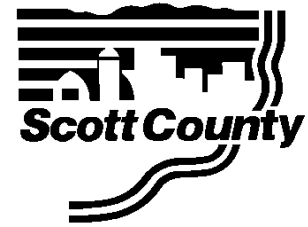
SEPTEMBER 20, 2018

**SUSPENDING THE 2017 PROPERTY TAXES DUE SEPTEMBER 2017 MARCH 2018 FOR LORETTA
BUCHHEIT, 704 HARTZ COURT, LECLAIRE, IOWA IN THE AMOUNT OF \$4,454.00.**

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. The 2017 property taxes due September 2018 and March 2019 for Loretta Buchheit, 704 Hartz Court, LeClaire, Iowa in the amount of \$4,454.00 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department
600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

September 10, 2018

To: Mahesh Sharma

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have the property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Twyla Hagberg
3111 Orchard Avenue
Davenport, IA 52802

Suspend: The 2017 property taxes due in September 2018 and March 2019 in the amount of \$610.00.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS
RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD
OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

SEPTEMBER 20, 2018

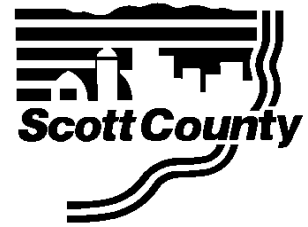
**SUSPENDING THE 2017 PROPERTY TAXES DUE IN SEPTEMBER 2018 AND MARCH 2019 FOR
TWYLA HAGBERG, 3111 ORCHARD AVENUE, DAVENPORT, IOWA IN THE AMOUNT OF \$610.00.**

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. The 2017 property taxes due in September 2018 and March 2019 for Twyla Hagberg, 3111 Orchard Avenue, Davenport, Iowa in the amount of \$610.00 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

September 10, 2018

To: Mahesh Sharma

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Darryl Hoffman
7171 W. 60th St. Lot #88
Davenport, IA 52804

Suspend: 2017 property taxes due September 2018 and March 2019 in the amount of \$148.00.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS
RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD
OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

SEPTEMBER 20, 2018

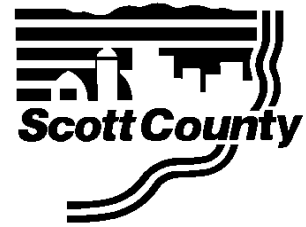
**SUSPENDING THE 2017 PROPERTY TAXES FOR DARRYL HOFFMAN, 7171 W. 60TH ST., LOT #88,
DAVENPORT, IOWA, IN THE AMOUNT OF \$148.00.**

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. The 2017 property taxes due September 2018 and March 2019 for Darryl Hoffman, 7171 W. 60th St., Lot #88, Davenport, Iowa, in the amount of \$148.00 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes and utility fees thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

September 10, 2018

To: Mahesh Sharma

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Thomas Lott
1518 Iowa Street
Davenport, IA 52803

Suspend: 2017 property taxes due September 2018 and March 2019 in the amount of \$452.00.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS
RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD
OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

SEPTEMBER 20, 2018

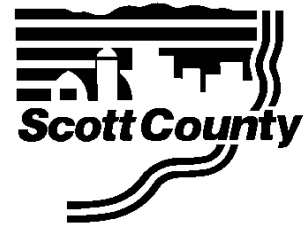
**SUSPENDING THE 2017 PROPERTY TAXES FOR THOMAS LOTT, 1518 IOWA STREET,
DAVENPORT, IOWA, IN THE AMOUNT OF \$452.00.**

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. The 2017 property taxes due September 2018 and March 2019 for Thomas Lott, 1518 Iowa Street, Davenport, Iowa, in the amount of \$452.00 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes and utility fees thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

September 10, 2018

To: Mahesh Sharma

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Cyrus Sarvestaney
2114 Gaines Street
Davenport, IA 52804

Suspend: 2017 property taxes due September 2018 and March 2019 and Special Assessments in the amount of \$1,258.00 and \$321.73 including interest.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS
RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD
OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

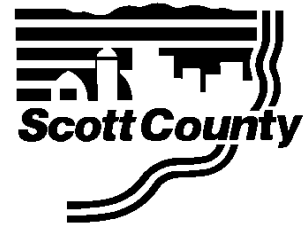
SUSPENDING THE 2017 PROPERTY TAXES AND SPECIAL ASSESSMENTS FOR CYRUS SARVESTANEY, 2114 GAINES STREET, DAVENPORT, IOWA, IN THE AMOUNT OF \$1,258.00 AND SPECIAL ASSESSMENTS RECEIPT NUMBERS 121241 \$85.19, 116414 \$80.82, 110102 \$85.19, AND 104824 \$70.53, INCLUDING INTEREST.

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. The 2017 property taxes and special assessments due September 2018 and March 2019 for Cyrus Sarvestaney, 2114 Gaines Street., Davenport, Iowa, in the amount of \$1258.00 and \$321.73 including interest are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated property taxes and special assessments thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

September 10, 2018

To: Mahesh Sharma

From: Lori A. Elam

Re: Approval of Tax Suspension Request

The County has received a tax suspension request to have property taxes currently owed suspended as follows:

REQUESTED TAX SUSPENSION:

Marie Stratton
620 North Utah Avenue
Davenport, IA 52804

Suspend: 2017 property taxes due September 2018 and March 2019 in the amount of \$2,106.00.

The application meets the Board Suspension Policy requirements. It is recommended that the Board suspend these taxes at their next Board meeting.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS
RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD
OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

SEPTEMBER 20, 2018

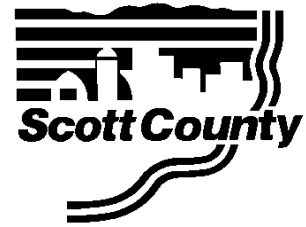
**SUSPENDING THE 2017 PROPERTY TAXES FOR MARIE STRATTON, 620 NORTH UTAH AVENUE,
DAVENPORT, IOWA, IN THE AMOUNT OF \$2106.00.**

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. The 2017 property taxes due September 2018 and March 2019 for Marie Stratton, 620 North Utah Avenue, Davenport, Iowa, in the amount of \$2,106.00 are hereby suspended.
- Section 2. The County Treasurer is hereby requested to suspend the collection of the above stated taxes and utility fees thereby establishing a lien on said property as required by law with future collection to include statutory interest, if any.
- Section 3. This resolution shall take effect immediately.

Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



(563) 326-8723 Fax (563) 326-8730

September 12, 2018

To: Mahesh Sharma

From: Lori A. Elam

Re: Approval of Tax Suspension Request

This is a request for approval of a tax suspension as presented.

As you are aware, tax suspensions may be directed by the Department of Human Services if the taxpayer is receiving specific assistance from that Department. In these directed suspensions, the suspension remains in effect as long as the person continues to own the property and receive the specified assistance from the Department of Human Services.

Additionally, under the Board of Supervisors policy, taxpayers may apply for suspension based on financial criteria. These are considered requested suspensions and are for the period only of the tax year and relates to the amounts owed at the time of the suspension. Persons may, of course, reapply each year if they continue to meet the eligibility criteria.

The county has received tax suspension petition requests as follows:

DIRECTED TAX SUSPENSION:

Patricia Smith
3216 Homestead Avenue
Davenport, IA 52802

Suspend: The 2017 property taxes due in September 2018 and March 2019 in the amount of \$1506.00.

This application is directed by the Dept. of Human Services.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT THIS
RESOLUTION HAS BEEN FORMALLY APPROVED BY THE BOARD
OF SUPERVISORS ON _____.

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

SUSPENDING THE 2017 PROPERTY TAXES FOR PATRICIA SMITH, 3216 HOMESTEAD AVENUE, DAVENPORT, IOWA, AS DIRECTED BY THE IOWA DEPARTMENT OF HUMAN SERVICES FOR IN THE AMOUNT OF \$1506.00.

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. That Scott County has been directed by the Iowa Department of Human Services to suspend the collection of property taxes, assessments and rates or charges, including interest, fees, and costs for Patricia Smith. The 2017 property taxes for Patricia Smith 3216 Homestead Avenue, Davenport, Iowa, in the amount of \$1506.00 are hereby suspended.
- Section 2. That the collection of all property taxes, special assessments, and rates or charges, including interest, fees, and costs assessed against the parcel at 3216 Homestead Avenue, Davenport, Iowa remaining unpaid shall be suspended for such time as Patricia Smith remains the owner of such property, and during the period he/she receives assistance as described in Iowa Code Section 427.9.
- Section 3. That the County Treasurer is hereby directed to suspend collection of the above stated taxes, assessments, and rates or charges, including interest, fees, and costs, thereby establishing a lien on said property as required by law, with future collection to include statutory interest.
- Section 4. This resolution shall take effect immediately.

OFFICE OF THE COUNTY ADMINISTRATOR

600 West Fourth Street
Davenport, Iowa 52801-1003

Office: (563) 326-8702
Fax: (563) 328-3285
www.scottcountyiowa.com



September 11, 2018

TO: Mahesh Sharma, County Administrator

FROM: David Farmer, CPA, Director of Budget and Administrative Services

SUBJ: Jail Needs Assessment & Juvenile Detention Assessment request to negotiate contract

A committee of Sheriff, Juvenile Detention Center, Facilities and Support Services, Human Resource and Administrative staff requested proposals from vendors to assess and recommend solutions for

- 1) Jail special management housing, intake housing and flexible housing;
- 2) Jail usable housing capacity for juveniles housed as adult offenders;
- 3) Juvenile Detention Center needs assessment for housing capacity;
- 4) Juvenile Detention Center financial and operating benefits of co-locating with jail to provide common services (programs, kitchen, laundry, transport, health services);
- 5) Jail optimum capacity and projected net operating costs, including out of county inmates from other jurisdictions; and
- 6) Juvenile Detention Center optimum capacity and projected net operating costs, including county juveniles from other jurisdictions.

Three responses were received and evaluated by the committee:

- Matrix Consulting Group, partnered with K2M Design
- Prochaska & Associates
- Wold Architects & Engineers; partnered with Justice Planners, LLC

Proposals were evaluated for similar work history, project approach and description, references, past project performance, and fees. The committee met on September 11, 2018 and evaluated the proposals and is requesting to negotiate the final contract with Wold Architects & Engineers, partnered with Justice Planners, LLC.

Technical Quality of Proposal

Wold Architects was rated the most preferred vendor of the three in all categories. Specifically, the planned work summary and associated tasks to reach the achievable solution while considering the inmate population, user population projections, forecasted capacity requirements, facility condition and usage, space requirements, staffing and strategic direction best fit the

committee's judgement of this project. Additionally, listed references address similar projects across the nation.

Price proposal

The current proposal is a total fixed fee proposals of \$77,000 plus reimbursable expenses. If solutions are implemented and they are retained for further services, up to 25% of this fee for the additional services. Actual reimbursable are not to exceed \$8,000 and include travel, postage etc.

Recommendation

At this time, the committee is seeking to negotiate a final contract with Wold Architects & Engineers, partnered with Justice Planners, LLC. A final contract will be forwarded for the Chair to sign, not to exceed the contract price proposal above. Members of the committee will be available at the September 18, 2018 committee of the whole meeting to address further questions.

CC:

Sheriff Tim Lane

Jeremy Kaiser, Juvenile Detention Center Director

Tammy Speidel, FSS Director

Mary Thee, Assistant County Administrator and Human Resources Director

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

APPROVAL TO NEGOTIATE CONTRACT WITH WOLD ARCHITECTS & ENGINEERS FOR JAIL ASSESSMENT AND JUVENILE DETENTION ASSESSMENT

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the engagement letter from Wold Architects & Engineers be negotiated by staff, in the amount not to exceed \$85,000, for services is hereby accepted and approved for proposed consulting services.

Section 2. That the Board Chair is hereby authorized to sign the engagement letter on behalf of the Board.

Section 3. This resolution shall take effect immediately.

TIM LANE
Scott County Sheriff



Item #11
9/18/18

SHAWN ROTH
Chief Deputy Sheriff

BRYCE SCHMIDT
Chief Deputy Sheriff

EMERGENCY 9-1-1
(563) 326-8625
(563) 326-8689 (FAX)

400 West 4th Street
Davenport, Iowa 52801-1104

www.scottcountyiowa.com/sheriff
sheriff@scottcountyiowa.com

September 18, 2018

Memo To: Scott County Board of Supervisors

From: Sheriff Tim Lane

REF: Apply for 3-Year VAWA Grant

The Sheriff's Office is asking for Board approval to apply for the Violence Against Women grant from the Iowa Attorney General's Office, Crime Victim Assistance Division. This is a 3-year grant that reimburses up to 95 percent of the salary for one deputy sheriff in the Criminal Investigations Division, who focuses his time on domestic, stalking and sexual assault cases. There is a 25% match and the benefits paid by Scott County are used as the matching funds for the grant. The Sheriff 's Office has been receiving funds from this grant for over 17 years.

CVAD Certified Assurances and Compliance

The following certified assurances and compliance regulations are applicable to all CVAD funded projects, programs and/or agencies.

1. Crime Victim Assistance grant funds under any federal funding source (including but not limited to Victims of Crime Act, STOP Violence Against Women, Family Violence Prevention & Services Act and Sexual Abuse Services Program) will enhance or expand victim services and will not **supplant** state or local funds appropriated for crime victim services.

2. Will maintain confidentiality of client-counselor information as required by state and federal law.

3. Civil Rights and Non Discrimination

The Subgrantee understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

The Subgrantee understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, may also apply to other awards.

In the event that a Federal or State court or Federal or State administrative agency makes a **finding of discrimination** after a due process hearing on the grounds of race, color, religion, national origin, sex, age, or disability against the program, the program will forward the findings to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Iowa Attorney General's Office, Crime Victim Assistance Division (CVAD).

Subgrantee will comply, and all its contractors and subgrantees will comply, with any applicable federal **nondiscrimination requirements**, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 as amended (29 U.S.C. § 791); the Americans Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligation of grantees can be found at <http://www.ojp.usdoj.gov/ocr/>.

Subgrantee will maintain statutorily required **civil rights statistics** on victims served by race, gender, national origin, age and disability and permit reasonable access to its books, documents, papers, and records to determine whether they are complying with applicable civil rights laws. This requirement is waived when soliciting the information may be inappropriate or offensive to the crime victim.

4. The Applicant will give the DOJ and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award made by the Department based on the application.

If the Applicant is a governmental entity, with respect to the award made by the DOJ based on the application--

- a. it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601-4655), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
- b. it will comply with requirements of 5 U.S.C. § 1501-1508 and 7324-7328, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

5. Subgrantee will determine whether it is required to formulate an **Equal Opportunity Program (EEOP)**, in accordance with 28 CFR Part 38 and 42. If the program is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Iowa Attorney General's Crime Victim Assistance Division (CVAD) indicating that it is not required to develop an EEOP. If the program is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the CVAD certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of \$500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the CVAD. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification form should also be submitted to the CVAD. Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

6. Subgrantee will maintain client, staff, policy and procedure information and that **reports** shall be submitted, in the correct form, on time, and containing information as required by the Crime Victim Assistance Division.

7. Subgrantee will comply with Iowa Code Chapter 216 as amended which governs civil rights protection in Iowa; and Iowa Code Section 8.11 regarding Minority Impact Statements; the Iowa Attorney General's Crime Victim Assistance Division rules as contained in the Iowa Administrative Code, 61 IAC Chapter 9, Section 9.50 through 9.65; and the policies of the Iowa Attorney General's Crime Victim Assistance Division. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.

8. Policies

a. Subgrantee will create a sexual harassment policy which includes the process for filing a grievance of sexual harassment by a staff member, client, victim, or volunteer. The process shall take into consideration how to file a complaint against a supervisor, administrator or director. After the creation of the sexual harassment policy, all current staff and volunteers, as well as new staff and volunteers will sign an acknowledgement form that they have reviewed and understand the sexual harassment policy. One copy will be provided to the staff member, or volunteer and one will be kept in their personnel file.

b. Subgrantee will comply with the Drug-Free Workplace Act of 1988, implemented at 28 CFR Part 67, subpart F, for programs, as defined at 28 CFR Part 67 Sections 67.615 and 67.620 or any updates therein.

c. Subgrantee will encourage adoption and enforcement of on-the-job seat belt policies and programs for its employees, contractors, and subrecipients when operating agency-owned, rented, or personally owned vehicles pursuant to 23 USC 402 and 403, and 29 USC 668 or any updates therein.

d. Subgrantee certifies it has appropriate **accounting, auditing, and monitoring** policies and procedures will be used so that records are maintained to insure fiscal control, proper management, and efficient distribution of the victim assistance funds.

9. Fund accounting, auditing, monitoring, evaluation procedures, and such **records** as the Attorney General's Crime Victim Assistance Division (CVAD) shall prescribe, shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

10. Subgrantee shall maintain such data and information and submit such **reports** in such form, at such times, and containing such data and information as the CVAD may reasonably require administering the program.

11. Non-Federal entities that expend \$750,000 or more a year in Federal funds (from all sources including pass-through awards) in the organization fiscal year (12 month turnaround reporting period) shall have a single organization-wide audit conducted as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Non-Federal entities that expend less than \$750,000 a year in Federal awards are exempt from Federal audit requirements for that year. Audits must be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. All private agencies agree to perform **an audit in accordance with Iowa Code Section 11.36** audit requirements.

12. **Due Dates for Audit Reports** Audit reports are due the earlier of thirty days after receipt of the auditor's report or (9) nine months after the end of the audit period as outlined in 2 CFR part 200, subpart F. Audits must be sent to CVAD upon completion.

13. Grant funds cannot be used as direct payment to any victim or dependent of a victim.

14. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with **Federal money**, all programs receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the projects or program.

15. Subgrantee will comply with any **additional eligibility or service criteria** established by the Crime Victim Assistance Division.

16. Subgrantee will expend funds received only for the purposes and activities covered by the program's approved application and budget; and that the grant may be **suspended or terminated** at any time by the CVAD if the program fails to comply with the provisions of the awarded funding source, Victim Services

Grant Program Administrative Rules or any of the certified assurances listed in this document.

17. Subgrantee will compensate employees at no less than minimum wage, and provide safe and sanitary working conditions.

18. Subgrantee will notify the Crime Victim Assistance Division (CVAD) office **in writing, by e-mail, or through correspondence section of IowaGrants.gov** within 30 days of any staffing change which includes CVAD-funded staff and any key personnel. Key personnel includes Executive Director, Program Director, Supervisor, Financial Director/Manager or others key personnel determined by CVAD.

19. Subgrantee will notify the Crime Victim Assistance Division (CVAD) office **in writing or via e-mail** of any CVAD-funded positions that remain vacant for 45 days or more. This notification must include reason for vacancy and plan for filling the position.

20. All CVAD funded staff, non CVAD funded staff used for required match and volunteers hours used for CVAD match will keep time and attendance records showing the hours and activities attributable to all CVAD funded programs.

21. Subgrantee will cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

22. Subgrantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties. Subgrantee will comply with 45 CFR 92.35 and Executive Order 12549 and any updates therein regarding Debarment and Suspension. In order to see if your organization is debarred or suspended a list is available on the web at www.sam.gov. Any program that receives CVAD-funds and is on the Debarment and Suspension list must notify the Crime Victim Assistance Division (CVAD).

23. This award is subject to the Federal Funding Accountability and Transparency Act (FFATA) of 2006.

24. Program will provide services to victims of crime at **no charge**. No income eligibility standards will be imposed on individuals receiving assistance or services supported with CVAD funds.

I certify that I have read and understand the above assurances and will comply with all of the CVAD provisions and corresponding funding provisions.

Scott County Sheriff's Office Liaison Program

Program Name

Signature of Authorized Representative

Date

Tony Knobbe

Scott County Board of Supervisors Chairman

Typed Name of Authorized Representative

Title of Authorized Representative

Program Director Signature

Date

Tim Lane

Scott County Sheriff

Typed Name of Program Director

Title of Program Director

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

APPROVAL OF AN APPLICATION FOR A THREE-YEAR GRANT FROM THE IOWA
ATTORNEY GENERAL'S OFFICE, CRIME VICTIM ASSISTANCE DIVISION AND THE
SCOTT COUNTY SHERIFF'S OFFICE

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

- Section 1. That the Board hereby approves application for a grant from the
Iowa Attorney General's Office, Crime Victim Assistance Division
and the Scott County Sheriff's Office is hereby approved.
- Section 2. That, if accepted, the Board approves receipt of such funding.
- Section 3. That the Chair is approved to sign such application.
- Section 4. This resolution shall take effect immediately.

BILL FENNELLY
SCOTT COUNTY TREASURER

600 W 4th Street
Davenport, Iowa 52801-1030

www.scottcountyiowa.com
www.iowatreasurers.org



Item #12
9/18/18

MOTOR VEHICLE DIVISION
Scott County Administrative Center (563) 326-8664

PROPERTY TAX DIVISION
Scott County Administrative Center (563) 326-8670

COUNTY GENERAL STORE
902 West Kimberly Road, Suite 6D
Davenport, Iowa 52806
(563) 386-AUTO (2886)

To: Scott County Board of Supervisors

From: Bill Fennelly, Scott County Treasurer

Subject: Request to abate taxes

Date: August 29, 2018

The City of Davenport has requested the abatement of taxes for the year 2017 for the following parcels:

*Three of the parcels also include the abatement for the 2nd half tax for the year 2016.

| Parcel | Site Address | Amount |
|-----------|------------------------------|---|
| L0017A01D | Parcel of land | \$10,052.00 |
| E0018-08 | 2010 E. 14 TH St. | \$710.00 |
| E0047-01C | Parcel of land | \$5,298.00 |
| F0031-05 | 505 E. 12 th St. | \$476.00 |
| F0042-27 | 1301 E. River Dr. | \$1,488.00 |
| F0054-04C | Parcel of land | \$3,134.00 |
| G0018-25 | 1023 W 14 th St. | \$1,132.00 |
| K0024-03 | Parcel of land | \$7,876.00 |
| K0024-03A | Parcel of land | *\$3,446.00 Includes 2016-2 nd Half tax |

| | | |
|-----------|---------------------------------|---|
| L0008-21D | 102 E. 3 rd St. #01A | \$3,298.00 |
| L0009-20 | 108 E. 2 nd St. | \$5,418.00 |
| L0009-21 | 110 E. 2 nd St. | \$5,254.00 |
| L0017-01 | Parcel of land | \$1274.00 |
| L0017-01A | Parcel of land | \$1,196.00 Includes 2016-2 nd Half tax |
| L0022-02 | 102 S. Harrison St. | \$4,298.00 |
| L0023-02A | 105 S. Main St. | \$21,800.00 |
| L0024-01A | 101 W. River Dr. | \$119,164.00 |
| L0024-01C | Parcel of land | \$16,494.00 Includes 2016-2 nd Half tax |
| P1305C04A | 4006 Eastern Ave. | \$1,554.00 |
| R0421-01 | 1505 Floral Ln. | \$3,060.00 |
| S2919-14 | Parcel of land | \$724.00 |
| X3501-02D | 8991 Division St. | \$5,852.00 |

Attached is the request from the City of Davenport.

I am requesting the abatement of the identified taxes pursuant to statute 445.63.



City of Davenport
Public Works Center

1200 East 46th Street • Davenport, Iowa 52807

Fax: 563-327-5182

www.cityofdavenportiowa.com

HAND DELIVERED

August 17, 2018

Bill Fennelly, Scott County Treasurer
Scott County Administrative Center
600 West Fourth Street
Davenport, Iowa 52801-1106

RE: Request for Tax Abatement by the City of Davenport

The City of Davenport hereby requests Scott County abate:

- i) The following real estate taxes due for tax year 2017 (9/1/2018), real estate taxes for 2016 and future taxes on parcels owned by the Levee Commission identified below.

Tax Year 2017

| Parcel | Sept. | Mar. | Total |
|-------------|------------|------------|-------------|
| ✓ L0017A01D | \$5,026.00 | \$5,026.00 | \$10,052.00 |

- ii) The following real estate taxes due for tax year 2017 (9/1/2018), real estate taxes for 2016 and future taxes on parcels owned by the City of Davenport identified below.

Tax Year 2017

| Parcel | Sept. | Mar. | Total |
|-------------|------------|------------|------------|
| ✓ E0018-08 | \$355.00 | \$355.00 | \$710.00 |
| ✓ E0047-01C | \$2,649.00 | \$2,649.00 | \$5,298.00 |
| ✓ F0031-05 | \$238.00 | \$238.00 | \$476.00 |
| ✓ F0042-27 | \$744.00 | \$744.00 | \$1,488.00 |



| Parcel | Tax Year 2017 | | Total | |
|-------------|---------------|-------------|--------------|---------------------------------|
| | Sept. | Mar. | | |
| ✓ F0054-04C | \$1,567.00 | \$1,567.00 | \$3,134.00 | |
| ✓ G0018-25 | \$566.00 | \$566.00 | \$1,132.00 | |
| ✓ K0024-03 | \$3,938.00 | \$3,938.00 | \$7,876.00 | |
| ✓ K0024-03A | \$1,179.00 | \$1,179.00 | \$2,358.00 | + 1088.00 2016-2nd = \$3,446.00 |
| ✓ L0008-21D | \$1,649.00 | \$1,649.00 | \$3,298.00 | |
| ✓ L0009-20 | \$2,709.00 | \$2,709.00 | \$5,418.00 | |
| ✓ L0009-21 | \$2,627.00 | \$2,627.00 | \$5,254.00 | |
| ✓ L0017-01 | \$637.00 | \$637.00 | \$1,274.00 | |
| ✓ L0017-01A | \$409.00 | \$409.00 | \$818.00 | + 378.00 2016-2nd = 1,196.00 |
| ✓ L0022-02 | \$2,149.00 | \$2,149.00 | \$4,298.00 | |
| ✓ L0023-02A | \$10,900.00 | \$10,900.00 | \$21,800.00 | |
| ✓ L0024-01A | \$59,582.00 | \$59,582.00 | \$119,164.00 | |
| ✓ L0024-01C | \$4,303.00 | \$4,303.00 | \$8,606.00 | + 7888.00 2016-2nd = 16,494.00 |
| ✓ P1305C04A | \$777.00 | \$777.00 | \$1,554.00 | |
| ✓ R0421-01 | \$1,530.00 | \$1,530.00 | \$3,060.00 | |
| ✓ S2919-14 | \$362.00 | \$362.00 | \$724.00 | |
| X3501-02D | \$2,926.00 | \$2,926.00 | \$5,852.00 | |

I've attached copies of the corresponding tax notices for reference purposes. Feel free to contact me if any questions arise. Please send written documentation of parcels for which taxes, interest and costs that may not be abated.

Thank you in advance for your attention to this matter.

Sincerely,

Mike Atchley

Mike Atchley
Real Estate Manager
jma@ci.davenport.ia.us

cc: Tom Warner, Corporation Counsel
Clay Merritt, Capital Manager

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES THAT
THIS RESOLUTION HAS BEEN FORMALLY APPROVED BY
THE BOARD OF SUPERVISORS ON _____.
DATE _____

SCOTT COUNTY AUDITOR

**RESOLUTION
SCOTT COUNTY BOARD OF SUPERVISORS**

September 20, 2018

**APPROVAL OF THE ABATEMENT OF DELINQUENT PROPERTY TAXES AS
RECOMMENDED BY THE SCOTT COUNTY TREASURER AND IN ACCORDANCE
WITH IOWA CODE CHAPTER 445.63**

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

Section 1. Iowa Code Section 445.63 states that when taxes are owing against a parcel owned or claimed by the state or a political subdivision of this state and the taxes are owing before the parcel was acquired by the state or a political subdivision of this state, the county treasurer shall give notice to the appropriate governing body which shall pay the amount of the taxes due. If the governing body fails to immediately pay the taxes due, the board of supervisors shall abate all of the taxes.

Section 2. The City of Davenport has requested the abatement of taxes for 2nd half of tax year 2016* and tax year 2017:

| Parcel | Site Address | Amount |
|---------------|------------------------------|---------------|
| L0017A01D | Parcel of land | \$10,052.00 |
| E0018-08 | 2010 E. 14 TH St. | \$710.00 |
| E0047-01C | Parcel of land | \$5,298.00 |
| F0031-05 | 505 E. 12 th St. | \$476.00 |
| F0042-27 | 1301 E. River Dr. | \$1,488.00 |

| | | |
|-----------|---------------------------------|--|
| F0054-04C | Parcel of land | \$3,134.00 |
| G0018-25 | 1023 W 14 th St. | \$1,132.00 |
| K0024-03 | Parcel of land | \$7,876.00 |
| K0024-03A | Parcel of land | *\$3,446.00 Includes 2016-2 nd Half tax |
| L0008-21D | 102 E. 3 rd St. #01A | \$3,298.00 |
| L0009-20 | 108 E. 2 nd St. | \$5,418.00 |
| L0009-21 | 110 E. 2 nd St. | \$5,254.00 |
| L0017-01 | Parcel of land | \$1274.00 |
| L0017-01A | Parcel of land | *\$1,196.00 Includes 2016-2 nd Half tax |
| L0022-02 | 102 S. Harrison St. | \$4,298.00 |
| L0023-02A | 105 S. Main St. | \$21,800.00 |
| L0024-01A | 101 W. River Dr. | \$119,164.00 |
| L0024-01C | Parcel of land | *\$16,494.00 Includes 2016-2 nd Half tax |
| P1305C04A | 4006 Eastern Ave. | \$1,554.00 |
| R0421-01 | 1505 Floral Ln. | \$3,060.00 |
| S2919-14 | Parcel of land | \$724.00 |
| X3501-02D | 8991 Division St. | \$5,852.00 |

Section 3. The County Treasurer is hereby directed to strike the amount of property taxes due on various City of Davenport parcels in accordance with Iowa Code Section 445.63.

Section 4. This resolution shall take effect immediately.

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

RESOLUTION

SCOTT COUNTY BOARD OF SUPERVISORS

September 20, 2018

HISPANIC HERITAGE MONTH *MES DE LA HERENCIA HISPANA*

WHEREAS, The Quad Cities Hispanic Chamber of Commerce strives to support, promote, enhance the growth and success of local businesses and to leverage the assets, contributions and unique Hispanic Cultural identity to generate new business; and

WHEREAS, The diverse Hispanic Community has continued to build viable partners within the Quad Cities to build relationships with Hispanic Entrepreneurs who are willing to take a chance just as has been part of the rich History of the United States with immigrants from previous generations; and

WHEREAS, During National Hispanic Heritage Month, Scott County recognizes the contributions made by and the importance of the presence of Hispanic and Latino Americans to the United States; and

WHEREAS, Scott County does recognize, honor, and thank, the courage of those who went from Hispanic immigrant to defender of this great Country of ours and to those who were killed/missing in action, prisoners of war and to those who were emotionally, mentally, or physically scarred, and those who were able to return home safely; and

WHEREAS, today 57 million people in America are of Hispanic or Latino origin and we celebrate the Hispanic Culture in Scott County.

NOW, THEREFORE, BE IT RESOLVED by the Scott County Board of Supervisors as follows:

Section 1. That we hereby proclaim September 15 - October 15 as
Hispanic Heritage Month/Mes De La Herencia Hispana.

Section 2. This resolution shall take effect immediately.